

CITY OF BETHEL

City Council Meeting Agenda, April 14, 2026 – 6:30 PM

Website: <https://www.cityofbethel.org/council>

Location: Council Chambers, City Hall, 300 Chief Eddie Hoffman Highway, Bethel

Council Members: Mayor Rose Henderson, Vice-Mayor Teresa Keller, Mark Springer, Alicia Miner, Pamela Conrad, Kelsi Kime, Greg Schiedler



Zoom Meeting Link: <https://us06web.zoom.us/j/4888456188?pwd=bkN1dGI4MHpGZ1kwOUVYWU5kd0xhZz09>

Zoom Meeting ID: 488 845 6188

Zoom Meeting Passcode: 13871

Zoom Meeting Conference Line Numbers: 833 548 0276 US Toll-free

833 548 0282 US Toll-free

877 853 5257 US Toll-free

888 475 4499 US Toll-free

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. PEOPLE TO BE HEARD – FIVE MINUTES PER PERSON

- 4.1. *Written Public Comments can be submitted by opening your phone camera and hovering over this URL code. The link to the submission form will appear. You may also go to www.cityofbethel.org. Written public comment must be submitted 24 hours before the meeting.*



5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

6. APPROVAL OF MEETING MINUTES

- 6.1. *3-24-2026 Regular City Council Meeting

7. REPORTS OF STANDING COMMITTEES

- 7.1. Committee/Commission Agendas And Draft Meeting Minutes

8. SPECIAL ORDER OF BUSINESS

- 8.1. Proclamation: April 2026 Month of the Military Child (Mayor Henderson)

9. UNFINISHED BUSINESS

- 9.1. Public Hearing Of Ordinance 25-08(h): Amending The Adoption Annual Operating Budget For Fiscal Year 2026, July 1, 2025-June 30, 2026 (City Manager Strickler)
- 9.2. Public Hearing Of Ordinance 26-07: Authorizing The Designation Of Riverview Park, As A Community Dog Park (Community Parks And Recreation Committee)

10. NEW BUSINESS

- 10.1. *Introduction Of Ordinance 26-08: Amending Terminal Tariff #005, Naming Rates, Rules, And

Posted April 8, 2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan. City Clerk's Office

City Clerk's Office Contact Information: Email cityclerk@cityofbethel.net Phone 907-543-1384

Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

Regulations For Terminal Services At The Port Of Bethel, Alaska (City Manager Strickler)

- 10.2. *Resolution 26-04: To Adopt The City Council Statement Of Commitment For The Federal Highway Administration Safe Streets For All Action Plan (City Manager Strickler)
- 10.3. *Resolution 26-05: Authorization And Execution Of Two State Revolving Fund Loan Applications Water & Sewer Truck System Assessment (City Manager Strickler)
- 10.4. *AM 26-07: Appointment Of Committee And Commission Members For A Term Of Three Years (Mayor Henderson)
- 10.5. *AM 26-08: Authorize The City Manager To Negotiate And Execute A Contract With Kuqo Construction For Property Management Services (City Manager Strickler)

11. REPORTS

- 11.1. Mayor's Report
- 11.2. City Manager's Report
- 11.3. Clerk's Report

12. COUNCIL MEMBER COMMENTS

13. EXECUTIVE SESSION

14. ADJOURNMENT

Posted April 8, 2026 at AC Co., Swanson's, City Hall, and the Post Office.

Kevin Morgan. City Clerk's Office

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Items noted with an asterisk (*) are consent agenda items, unless removed from the consent agenda they are approved upon the approval of the agenda. Ordinances introduced at this meeting may be set for public hearing at the next regular meeting.

The Council may by unanimous consent, after 12:00 AM Fix the Time to Which To Adjourn until the following day at 6:30 PM

1. CALL TO ORDER

A Regular Meeting of the Bethel City Council was held on March 24, 2026 at 6:30 p.m., in the Council Chambers, Bethel, Alaska.

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Comprising a quorum of the Council, the following members were present:
City Council Member Mark Springer City Council Member Kelsi Kime City Council Member Greg Schiedler Mayor Rose Henderson City Council Member Pamela Conrad City Council Member Alicia Miner
Members Absent:
Vice-Mayor Teresa Keller
Also in attendance were the following:
City Manager Lori Strickler, City Clerk Kevin Morgan, City Attorney Libby Bakalar (telephonically)

4. PEOPLE TO BE HEARD – Five minutes per person

Robin Clough- Austin Texas- Visting Bethel to do research on the K300 for a documentary.

Item 4.1. - Written Public Comments

No Written Comments Submitted.

5. APPROVAL OF CONSENT AGENDA AND REGULAR AGENDA

Main Motion: Approval of the Consent and Regular Agenda.

Moved by:	Alicia Miner
Seconded by:	Greg Schiedler
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

-Remove from the Consent Agenda- Item 10.5, AM 26-06- Council Member Kime.

6. APPROVAL OF MEETING MINUTES

Item 6.1. - *3-10-2026 Regular City Council Meeting
Passed on the consent agenda.

7. REPORTS OF STANDING COMMITTEES

Item 7.1. - Committee/Commission Agendas And Draft Meeting Minutes
Port Commission, Council Member Conrad- No quorum at last meeting.

Planning Commission, Mayor Henderson- Discussed Nuisance properties.

Community Action Grant Committee, Council Member Miner- No meetings for the remainder of the Fiscal Year.

Finance Committee, Council Member Schiedler- No quorum at last meeting.

Public Works Committee, Council Member Kime- No quorum, due to a resigning committee member.

Public Safety and Transportation Commission, Council Member Springer- Next meeting April 1, 2026.

8. SPECIAL ORDER OF BUSINESS

9. UNFINISHED BUSINESS

Item 9.1. - Public Hearing Of Ordinance 26-04: Amending BMC 4.20.060,
Purchasing, Local Preferences (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 26-04.

Moved by: | Alicia Miner

Seconded by: Kelsi Kime
In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

Item 9.2. - Public Hearing Of Ordinance 26-05: Amending BMC 3.16.030, Personnel Rules And Regulations, Recruitment (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 26-05.

Moved by: Alicia Miner
Seconded by: Greg Schiedler
In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

Item 9.3. - Public Hearing Of Ordinance 26-06: Amending Non-Codified Fees And Charges For The City Of Bethel (City Manager Strickler)

Mayor Henderson opened the Public Hearing.

No one present to be heard.

Mayor Henderson closed the Public Hearing.

Main Motion: Adopt Ordinance 26-06.

Moved by: Kelsi Kime
Seconded by: Alicia Miner
In favor: Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed: None
Results: Motion Carries

10. NEW BUSINESS

Item 10.1. - *Introduction Of Ordinance 25-08(h): Amending The Adoption Annual Operating Budget For Fiscal Year 2026, July 1, 2025-June 30, 2026 (City Manager Strickler)

Passed on the consent agenda.

Item 10.2. - *Introduction Of Ordinance 26-07: Authorizing The Designation Of Riverview Park, As A Community Dog Park (Community Parks And Recreation Committee)

Passed on the consent agenda.

Item 10.3. - *Resolution 26-03: Resolution Certifying The Annual Financial Statement Of Revenues And Authorized Expenditures For The Fiscal Year Ending June 30, 2025 (City Manager Strickler)

Passed on the consent agenda.

Item 10.4. - AM 26-05: Direct Administration To Commit Up To \$53,200 To Secure Two (2) Jesuit Volunteer Corp NW/ Americorps Participants To Serve Within The Community Parks & Recreation Department (City Manager Strickler)

Main Motion: Approve AM 26-05.

Moved by:	Mark Springer
Seconded by:	Kelsi Kime
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Item 10.5. - *AM 26-06: Authorize The City Manager To Negotiate And Execute A Contract With AXON For Taser And Body Camera Equipment For Five Years (City Manager Strickler)

Main Motion: Approve AM 26-06.

Moved by:	Kelsi Kime
Seconded by:	Alicia Miner
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Item 10.6. - *IM 26-03: Documentation That The Bethel City Council Received And Reviewed The Full Financial Budget Report And Water & Wastewater Activity Report For The Month Of February 2026 (City Manager Strickler)

Passed on the consent agenda.

11. REPORTS

Item 11.1. - Mayor's Report

Item 11.2. - City Manager's Report

Item 11.3. - Clerk's Report

12. COUNCIL MEMBER COMMENTS

Mayor Henderson- Slow down at the school zone; stay within the speed limit. With the warm weather, the river road is getting bad. Be mindful when driving on it. It would be fantastic to have the committees and commissions full; please apply if interested.

Council Member Miner- Reminder that the Cama'i Dance Festival is this weekend; they are still looking for volunteers. Appreciates the increase of information about the city getting to the public on the Facebook page. Recognized the Police Officer who is leaving the city; thank you for serving our community.

Council Member Conrad- The City is in desperate need for members to join committees.

Council Member Springer- Appreciated the twitter post about upcoming election information. Recognized the people who have been hauling freight on the river to help communities to rebuild from Typhoon Halong. Hopes the warming trend continues.

Council Member Kime- Many committees need members; please apply if interested.

Council Member Schiedler- The Finance committee is having problems reaching a quorum. If you are interested in serving the community, now is a good time to join.

13. EXECUTIVE SESSION

Item 13.1. - In Accordance With AS 44.62.310.(C)(3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential- Union Negotiations (City Manager Strickler)

Main Motion: Move into Executive Session in Accordance With AS 44.62.310.(C)(3) Matters Which By Law, Municipal Charter, Or Ordinance Are Required To Be Confidential. Those attending this item will be City Manager Strickler, City Clerk Morgan, City Attorney Bakalar, Human Resource Director Laura Cloward, and Finance Director Nella Poquette.

Moved by:	Mark Springer
Seconded by:	Alicia Miner
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Entered Executive Session at 7:34 pm
Exited Executive Session at 8:07 pm

14. ADJOURNMENT

Main Motion: Adjournment.

Moved by:	Mark Springer
Seconded by:	Greg Schiedler
In favor:	Mark Springer, Kelsi Kime, Greg Schiedler, Rose Henderson, Pamela Conrad, Alicia Miner
Opposed:	None
Results:	Motion Carries

Meeting ended at 8:07 p.m.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan,
City Clerk

Minutes approved on:
April 14, 2026

City of Bethel, Alaska

Public Works Committee Minutes

March 18, 2026

Regular Meeting

Bethel, Alaska

I. CALL TO ORDER:

A regular Public Works Committee Meeting was held on March 18, 2026. Reena Turner called the meeting to order at 05:31pm.

II. ROLL CALL:

Comprising a quorum of the committee, the following were present for Roll Call:

No members were present online or in the Chambers for roll call.

Note: Council Member Kelsi Kime attempted to attend in person but was unable to access the building.

No Meeting was held due to lack of quorum.

APPROVED THIS _____ DAY OF _____, 2026.

Name:
Committee Chair

Reena Turner
Recorder of Minutes



City of Bethel Proclamation

April 2026: Month of the Military Child

WHEREAS, there are more than 1.6 million military children who face unique challenges due to their parents' service for our country;

WHEREAS, military families relocate every two to three years on average, disrupting their children's education and social support networks;

WHEREAS, our military members work to ensure a safer America, and it is important to recognize the impact their service has on their children;

WHEREAS, many brave Alaskans serve in the United States military, sacrificing time with their families to protect the security and freedom of our nation, including those in the National Guard and Reserves on active-duty orders;

WHEREAS, the Month of the Military Child honors the commitment, sacrifices, and unwavering support that military children provide to our troops and their families;

WHEREAS, April 9th, 2026, was "Purple Up! For Military Kids" in Alaska, where all Alaskans were encouraged to wear purple—representing all branches of the military—as a visible show of support and appreciation for military children;

WHEREAS, the City of Bethel wishes to recognize and commend the children of our community who demonstrate remarkable courage, strength, and resilience as their parents serve our nation, ensuring our freedom;

NOW, THEREFORE, the Bethel City Council proclaims April 2026 as Month of the Military Child and encourages the residents of Bethel to honor the resilience and service of military children and to show their support for these young heroes.

Signed this 14th day of April, 2026.

Kevin Morgan, City Clerk

Rose Henderson, Mayor

CITY OF BETHEL, ALASKA

ORDINANCE 25-08(h)

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING THE ADOPTION ANNUAL OPERATING BUDGET FOR FISCAL YEAR 2026, JULY 1, 2025-JUNE 30, 2026

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

SECTION 1. Classification. This is a noncodified ordinance amending the City of Bethel Annual Operating Budget for Fiscal Year 2026.

SECTION 2. Amendment. The adopted Fiscal Year 2026 Annual Operating Budget is amended as follows:

H-1 Water and Sewer Fund

WHEREAS, the City of Bethel is responsible for the safe and continuous operation of its municipal drinking water treatment facilities to ensure the delivery of potable water and protection of public health;

WHEREAS, on March 4, 2026, an operational event at the City's water treatment plants created an immediate need to secure qualified and reliable water treatment plant operators to ensure the continued and compliant operation of the City's drinking water systems;

WHEREAS, due to unforeseen personnel transitions and the limited availability of certified water treatment operators, the City determined that immediate outside operational support was necessary to maintain required staffing and operational capability at the water treatment facilities;

WHEREAS, failure to secure qualified operators would have placed the City at risk of disruption to potable water service and potential regulatory non-compliance, creating a threat to public health, safety, and welfare;

WHEREAS, this circumstance constitutes an emergency under **Bethel Municipal Code 4.20.180**, which allows for the procurement of goods or services without competition, formal advertising, or other formal procedures when an emergency threatens the public health, safety, or welfare;

WHEREAS, under **Bethel Municipal Code 4.04.080**, which allows intradepartmental transfer and requires council approval for intradepartmental budget transfer that impacts personnel cost;

Introduced by: City Manager Strickler
 Introduction Date: March 24, 2026
 Public Hearing: April 14, 2026
 Action:
 Vote:

WHEREAS, pursuant to this authority, the City Manager authorized an emergency procurement and entered into an agreement with Northern Utility Services to provide certified water treatment plant operators and technical support;

WHEREAS, contractor personnel were mobilized to Bethel beginning March 4, 2026, and are expected to remain on-site through at least March 8, 2026;

WHEREAS, with the scope of services unknowns at this time, the City will continue to work with Northern Utility Services and other contractors over the coming months to ensure continued operational support;

WHEREAS, the City has made reasonable efforts over the past several months to identify qualified operators or firms capable of providing operational support, and Northern Utility Services is the only provider identified that could deliver the necessary certified personnel on short notice to meet the City's operational requirements;

WHEREAS, an additional hourly full- time employee will be added to the roster of the Water Treatment Plant to assist;

WHEREAS, the additional full- time employee is budgeted and needs supplementing budget only;

WHEREAS, it is necessary to appropriate funds to cover the cost of this emergency procurement in order to ensure the continued safe operation of the City's drinking water system and protect the health and safety of the community.

H-1 Water and Sewer Fund (Enterprise Fund)						
Line Item	Description	Department	Approved Appropriation	Proposed Amendment	Proposed Total Appropriation	Note
510-83-6000	Salaries	Bethel HTS Water Treatment	\$154,800.00	\$(25,000.00)	\$129,800.00	Transfer From
510-84-6000	Salaries	City Sub Water Treatment	\$211,690.00	\$(50,000.00)	\$161,690.00	
510-80-6000	Salaries	Utility Billing	\$98,210.00	\$(25,000.00)	\$73,210.00	
510-81-6000	Salaries	Hauled Water	\$568,388.00	\$(40,000.00)	\$528,388.00	
510-84-6200	Minor Equipment	City Sub Water Treatment	\$43,000.00	\$(10,000.00)	\$33,000.00	
510-81-6150	Gasoline/Diesel/Oil	Hauled Water	\$150,000	\$(5,000.00)	\$145,000.00	
510-84-6335	Other Purchased Services	Bethel HTS Water Treatment	\$10,000.00	\$150,000.00	\$160,000.00	Transfer To Operating Account
510-83-6000	Salaries Water Treatment Plant Operator	Bethel Heights Water Treatment Plant	0	\$5,000	\$5,000	Transfer To fund New Position 25304 (number

Introduced by: City Manager Strickler
Introduction Date: March 24, 2026
Public Hearing: April 14, 2026
Action:
Vote:

						subject to change)
Undesignated Fund Balance				\$		No negative impact to fund reserve

WHEREAS, the City has an ongoing responsibility to maintain its facilities and infrastructure, including routine and preventative boiler maintenance necessary for safe and efficient operations;

WHEREAS, proper boiler maintenance is critical to ensuring reliable heating systems, protecting public assets, and avoiding costly emergency repairs or system failures;

WHEREAS, the Department has experienced nearly yearlong vacancies in two full-time positions, limiting its capacity to perform all required maintenance activities with existing staff;

WHEREAS, contracting with a qualified third-party vendor will ensure that necessary boiler maintenance services are performed to industry standards and within appropriate timeframes;

WHEREAS, sufficient appropriations exist within the Personnel Services budget due to the current vacancies;

H-2 Public Works Property Maintenance						
Line Item	Description	Department	Approved Appropriation	Proposed Amendment	Proposed Total Appropriation	Note
100-70-6000	Salaries	Property Maintenance	\$358,180	\$(30,000)	328,180	Transfer From
100-70-6034	PERS	Property Maintenance	\$85,275	\$(10,000)	\$75,275	Transfer From
100-70-6040	Employee Group Health Benefits	Property Maintenance	\$104,040	\$(30,000)	\$74,000	Transfer From
100-70-6335	Other Purchased Services	Property Maintenance	\$56,000	\$70,000	\$126,000	Transfer To Operating Account
Undesignated Fund Balance				\$		No negative impact to fund reserve

SECTION 4. Effective Date. This ordinance shall become effective upon the passage by the Bethel City Council.

Introduced by: City Manager Strickler
Introduction Date: March 24, 2026
Public Hearing: April 14, 2026
Action:
Vote:

NOW THEREFORE BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BETHEL, ALASKA, that the Fiscal Year 2026 operating budget is adopted, as amended for a period of one year, from July 1, 2025, through June 30, 2026.

ENACTED THIS 14th DAY OF APRIL 2026, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

Suggested Amendment

Budget Ordinance 25-08 (h)

H-3 Police Department (IT Related)

WHEREAS, the Police Department has experienced internet issues for weeks causing impacts to operational activities;

WHEREAS, IT support team have come in to inspect the issue in person and acknowledged that they will be fixing the internet issue;

WHEREAS, the Bethel Police Department's has budget savings from personnel cost Utility Benefit line item that may be used to transfer to an operating account, Other Purchased Services to fund this unexpected internet related expenditure;

WHEREAS, the Police Department is requesting \$50,000 under line item 100-61-6335 Other Purchased Services to have Alaska Communication, the City's contracted IT service resolve the internet/antenna issue;

H-3 Police Department				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
100-61-6041	Utility Benefit	\$131,784	(\$50,000)	\$81,784
100-61-6335	Other Purchased Services	\$66,500	\$50,000	\$116,500
Undesignated Fund Balance	No Negative Impact to the General Fund since this is a Budget Transfer across Personnel and Operating Costs		\$0.00	

H -4 Vehicle and Equipment (V&E)

WHEREAS, the Vehicle and Equipment team is responsible for the routine maintenance of generator facilities;

WHEREAS, the Vehicle and Equipment team has staff turnovers over the years resulting to lack of personnel to perform routine maintenance on the City's generators;

WHEREAS, the Vehicle and Equipment team has identified the need to hire an outside contractor to perform the maintenance;

WHEREAS, the generators in high impact infrastructure need to be maintained to ensure reliable and functioning generators;;

WHEREAS, the original service estimate is \$36,000 and three quotes will be reviewed since it is above \$20,000 in accordance to BMC 4.20.190(A)(2) ;

WHEREAS, there are savings identified from Employee Group Benefits due to being understaff;

WHEREAS, the savings from the personnel cost Employee Group Benefits will be transferred to operating cost, Other Purchased Services line item to fund for the generator's boiler maintenance expenditure;

WHEREAS, there is no negative impact to the Vehicle and Equipment Fund and other departments since this is a budget transfer request and not budget increase request;

H-4 Vehicle and Equipment (V&E)				
Line Item	Description	Approved Appropriations	Proposed Amendment	Proposed Total Appropriations
570-50-6070	Employee Group Benefits	\$147,737	(\$33,000)	\$114,737
570-50-5339	Other Purchased Services	\$5,000	\$33,000	\$38,000
Undesignated Fund Balance	No Negative Impact to the V&E and other funds since this is a Budget Transfer across Personnel and Operating Costs		\$0.00	

Introduced by: Community Parks &
Recreation Committee
Introduction Date: March 24, 2026
Public Hearing: April 14, 2026
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 26-07

AN ORDINANCE AUTHORIZING THE DESIGNATION OF RIVERVIEW PARK, AS A COMMUNITY DOG PARK

WHEREAS, Bethel Municipal Code 6.04.100 Dog Park, allows the City Council to establish one or more Dog Parks;

WHEREAS, Ordinance 17-08, designated Lot 15, USS 4117, a 10.54-acre undeveloped parcel on Chief Eddie Hoffman Highway as a dog park, dependent on the Bureau of Land Management (BLM) determination and confirmation of use;



WHEREAS, USS 4117 is patented to the City under the Recreation and Public Purposes Act, issued to the City in 1968 for “recreation purposes only” and later updated in 2016 to be used as a “public park and green space,”

WHEREAS, Administration reached out to BLM in in September of 2025, to determine what if any determinations had been made for the property, BLM indicating the City would have to present a change of use request to modify the Open Space designation for Lot 15, to specify it’s use to be for a dog park;

Introduced by: Community Parks &
Recreation Committee
Introduction Date: March 24, 2026
Public Hearing: April 14, 2026
Action:
Vote:

WHEREAS, with those limitations, but also the cost of developing Lot 15 into a usable space for a dog park would require significant fill, fencing, and parking updates;

WHEREAS, as an alternative to Lot 15, Riverview Park, located at lot formally known as Lion's Club Park renamed in Resolution 21-09, would be compatible for use as a dog park as the top portion of the park, is already fenced, creating significant cost savings;

WHEREAS, the Community Parks & Recreation Committee unanimously recommends establishing a Dog Park at this location;

WHEREAS, there is a public need for Bethel's first dog park;

WHEREAS, there are non-profit organizations, and individuals, prepared to volunteer time and resources for the creation of this dog park;

WHEREAS, the designation of the land as a dog park at this time shall not create an expectation or obligation on the part of the City to fund any changes or improvements along with the designation;

WHEREAS, any funding for the development of the dog park shall be solely at the City Council's discretion and only when the finances of the City allow;

NOW, BE IT FURTHER ORDAINED, the City Council authorizes the designation of Riverview Park as dog park.

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

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

ENACTED THIS — DAY OF — 2026, BY A VOTE OF — IN FAVOR AND — OPPOSED.

ATTEST:

Rose Henderson, Mayor

Kevin Morgan, City Clerk

Introduced by: City Manager Strickler
Introduction Date: April 14, 2026
Public Hearing: April 28, 2026
Action:
Vote:

CITY OF BETHEL, ALASKA

Ordinance 26-08

AN ORDINANCE BY THE BETHEL CITY COUNCIL AMENDING TERMINAL TARIFF #005, NAMING RATES, RULES, AND REGULATIONS FOR TERMINAL SERVICES AT THE PORT OF BETHEL, ALASKA

WHEREAS, the Port Department is an essential public service provider responsible for the operation and maintenance of port facilities, moorage, cargo handling, and related maritime services for the City of Bethel, Alaska;

WHEREAS, the Department operates under Terminal Tariff #005 adopted under Ordinance #17-02, which establishes the rates and charges for services provided by the Port of Bethel;

WHEREAS, the service rates for Wharfage and Dockage, set forth in Terminal Tariff #005 are specified for the years 2017, 2018, and 2019;

WHEREAS, the service rates for Storage, set forth in Terminal Tariff #005 are specified for the years 2017, 2018, 2019, and 2020;

WHEREAS, the service rates for Fresh Water, Grey Water Services, Refuse Removal and Disposal, Stevedoring Permits, and Man Hours set forth in Terminal Tariff #005 are specified for the years 2017, 2018, 2019, 2020, and 2021;

WHEREAS, the rates for each service defined above have not increased following the latest annual rates specified by Terminal Tariff #005;

WHEREAS, the Port of Bethel utilizes the latest rates for each service, defined in Terminal Tariff #005;

WHEREAS, the continued absence of an annual incremental rate increase will result in rates that do not keep pace with inflation, increased operational costs, maintenance expenses, or the cost of providing services; and

WHEREAS, an annual incremental rate increase of five percent applied consistently

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

over five consecutive years (2026-2030), would allow the Port Department to align with regional standards while maintaining and improving port infrastructure and services.

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

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

Section2 Amendments. The City of Bethel Terminal Tariff #005, is hereby amended as follows. New language is underlined, and old language is stricken. Terminal Tariff #005 shall be adhered to by all traffic without specific notice of arrangement.

Section 2B – Fresh Water for Vessels, pg.38

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

<u>Fresh Water for Vessels</u>					
<u>Service</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Hook-Up Fee	\$ 180.00	\$ 190.00	\$ 200.00	\$ 210.00	\$ 220.00
Rate Per Gallon	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27
After Hours Call Charge	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00

Section 2C – Gray Water for Vessels, pg. 38

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

Introduced by: City Manager Strickler
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 Vote:

Gray Water Services for Vessels					
<u>Service</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Hook-Up Fee	\$ 180.00	\$ 190.00	\$ 200.00	\$ 210.00	\$ 220.00
Rate Per Gallon	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27
After Hours Call Charge	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00

Section 2D – Refuse Removal & Disposal, pg. 38

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

Refuse Removal & Disposal					
<u>Service</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
4-yard Dumpster	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
8-yard Dumpster	\$ 260.00	\$ 270.00	\$ 280.00	\$ 290.00	\$ 300.00

Section 2J 2(d) – Stevedoring Permits, pg. 41

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

Stevedoring Permits					
<u>Service</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Full-Service Permit	\$ 798.00	\$ 837.90	\$ 879.80	\$ 923.78	\$ 969.97
Specialty Permit	\$ 603.75	\$ 633.94	\$ 665.63	\$ 698.92	\$ 733.87
Independent Permit	\$ 404.25	\$ 424.46	\$ 445.69	\$ 467.97	\$ 491.37

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

Section 202 G – Dockage Rates, pages 49 & 50

• Overall Length of Vessel (Ft)		Charge per 24 hour		
Over	But Not Over	2017	2018	2019
0	100	\$170.44	\$178.96	\$187.91
101	125	\$201.62	\$211.70	\$222.29
126	150	\$232.82	\$244.46	\$256.68
151	175	\$294.08	\$308.79	\$324.23
176	200	\$328.62	\$345.05	\$362.30

201	225	\$365.38	\$383.65	\$402.83
226	250	\$399.90	\$419.90	\$440.90
251	275	\$435.55	\$457.33	\$480.20
276	300	\$471.20	\$494.76	\$519.50
301	325	\$506.85	\$532.19	\$558.80
326	350	\$545.83	\$573.12	\$601.78
351	375	\$640.52	\$672.55	\$706.18
376	400	\$679.51	\$713.49	\$749.16
401	425	\$719.61	\$755.59	\$793.37
426	450	\$759.71	\$797.70	\$837.59
451	475	\$796.47	\$836.29	\$878.10
476	500	\$838.80	\$880.74	\$924.78

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

501	525	\$880.02	\$924.02	\$970.22
526	550	\$922.35	\$968.47	\$1,016.89
551	575	\$963.56	\$1,011.74	\$1,062.33
576	600	\$1,005.89	\$1,056.18	\$1,108.99
601	625	\$1,089.44	\$1,143.91	\$1,201.11
626	650	\$1,297.75	\$1,362.64	\$1,430.77
651	675	\$1,507.17	\$1,582.53	\$1,661.66
676	700	\$1,715.48	\$1,801.25	\$1,891.31
701	725	\$1,924.89	\$2,021.13	\$2,122.19
726	750	\$2,133.20	\$2,239.86	\$2,351.85
751	775	\$2,342.62	\$2,459.75	\$2,582.74
776	800	\$2,545.58	\$2,672.86	\$2,806.50

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

<u>LOA of Vessel (ft)</u>		<u>Charge for 24-hour Period</u>				
<u>Over</u>	<u>Under</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<u>0</u>	<u>100</u>	\$ 197.31	\$ 207.48	\$ 217.53	\$ 228.41	\$ 239.83
<u>101</u>	<u>125</u>	\$ 233.40	\$ 245.07	\$ 257.32	\$ 270.19	\$ 283.70
<u>126</u>	<u>150</u>	\$ 269.51	\$ 282.99	\$ 297.13	\$ 311.99	\$ 327.60
<u>151</u>	<u>175</u>	\$ 340.44	\$ 357.46	\$ 375.34	\$ 394.10	\$ 413.81
<u>176</u>	<u>200</u>	\$ 380.42	\$ 399.44	\$ 419.41	\$ 440.38	\$ 462.40
<u>201</u>	<u>225</u>	\$ 422.97	\$ 444.12	\$ 466.32	\$ 489.64	\$ 514.12
<u>226</u>	<u>250</u>	\$ 462.95	\$ 486.10	\$ 510.40	\$ 535.92	\$ 562.72
<u>251</u>	<u>275</u>	\$ 504.21	\$ 529.42	\$ 555.89	\$ 583.69	\$ 612.88
<u>276</u>	<u>300</u>	\$ 545.48	\$ 572.75	\$ 601.39	\$ 631.46	\$ 663.03

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

<u>301</u>	<u>325</u>	\$ <u>586.74</u>	\$ <u>616.08</u>	\$ <u>646.88</u>	\$ <u>679.22</u>	\$ <u>713.18</u>
<u>326</u>	<u>350</u>	\$ <u>631.87</u>	\$ <u>663.46</u>	\$ <u>696.64</u>	\$ <u>731.47</u>	\$ <u>768.04</u>
<u>351</u>	<u>375</u>	\$ <u>741.49</u>	\$ <u>778.56</u>	\$ <u>817.49</u>	\$ <u>858.37</u>	\$ <u>901.29</u>
<u>376</u>	<u>400</u>	\$ <u>786.62</u>	\$ <u>825.95</u>	\$ <u>867.25</u>	\$ <u>910.61</u>	\$ <u>956.14</u>
<u>401</u>	<u>425</u>	\$ <u>833.04</u>	\$ <u>874.69</u>	\$ <u>918.43</u>	\$ <u>964.35</u>	\$ <u>1,012.57</u>
<u>426</u>	<u>450</u>	\$ <u>879.47</u>	\$ <u>923.44</u>	\$ <u>969.62</u>	\$ <u>1,018.10</u>	\$ <u>1,069.01</u>
<u>451</u>	<u>475</u>	\$ <u>922.01</u>	\$ <u>968.11</u>	\$ <u>1,016.52</u>	\$ <u>1,067.34</u>	\$ <u>1,120.35</u>
<u>476</u>	<u>500</u>	\$ <u>971.02</u>	\$ <u>1,019.57</u>	\$ <u>1,070.55</u>	\$ <u>1,124.08</u>	\$ <u>1,180.28</u>
<u>501</u>	<u>525</u>	\$ <u>1,018.73</u>	\$ <u>1,069.67</u>	\$ <u>1,123.15</u>	\$ <u>1,179.31</u>	\$ <u>1,238.28</u>
<u>526</u>	<u>550</u>	\$ <u>1,067.73</u>	\$ <u>1,121.12</u>	\$ <u>1,177.17</u>	\$ <u>1,236.03</u>	\$ <u>1,297.83</u>
<u>551</u>	<u>575</u>	\$ <u>1,115.45</u>	\$ <u>1,171.22</u>	\$ <u>1,229.78</u>	\$ <u>1,291.27</u>	\$ <u>1,355.83</u>
<u>576</u>	<u>600</u>	\$ <u>1,164.44</u>	\$ <u>1,222.66</u>	\$ <u>1,283.80</u>	\$ <u>1,347.98</u>	\$ <u>1,414.35</u>
<u>601</u>	<u>625</u>	\$ <u>1,261.17</u>	\$ <u>1,324.23</u>	\$ <u>1,390.44</u>	\$ <u>1,459.96</u>	\$ <u>1,532.96</u>
<u>626</u>	<u>650</u>	\$ <u>1,502.31</u>	\$ <u>1,577.43</u>	\$ <u>1,656.30</u>	\$ <u>1,739.11</u>	\$ <u>1,826.07</u>
<u>651</u>	<u>675</u>	\$ <u>1,744.74</u>	\$ <u>1,831.98</u>	\$ <u>1,923.58</u>	\$ <u>2,019.75</u>	\$ <u>2,120.74</u>
<u>676</u>	<u>700</u>	\$ <u>1,985.88</u>	\$ <u>2,085.17</u>	\$ <u>2,189.43</u>	\$ <u>2,298.90</u>	\$ <u>2,413.85</u>
<u>701</u>	<u>725</u>	\$ <u>2,228.30</u>	\$ <u>1,339.72</u>	\$ <u>2,456.70</u>	\$ <u>2,579.54</u>	\$ <u>2,708.52</u>
<u>726</u>	<u>750</u>	\$ <u>2,469.44</u>	\$ <u>2,592.91</u>	\$ <u>2,722.56</u>	\$ <u>2,858.69</u>	\$ <u>3,001.63</u>
<u>751</u>	<u>775</u>	\$ <u>2,711.88</u>	\$ <u>2,847.47</u>	\$ <u>2,989.85</u>	\$ <u>3,139.34</u>	\$ <u>3,296.31</u>
<u>776</u>	<u>800</u>	\$ <u>2,946.83</u>	\$ <u>3,094.17</u>	\$ <u>3,248.88</u>	\$ <u>3,411.32</u>	\$ <u>3,581.89</u>

801 and over - \$2,946.83 plus \$5.00 for each LOA in excess of 800 feet

Section 205 H – Storage Rates, pg. 57

Commodity	2017	2018	2019	2020
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Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

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

Storage Rates					
<u>Commodity</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
Equipment	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
All Other Freight/Cargo	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
Gravel, Sand, Rock	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
Hazardous Material	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
Logs	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
Vessels	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48

Section 206 D – Schedule of Rates, pg. 58

• Commodity	Charge 2017	2018	2019	2020	2021
Freight or Cargo	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Through Rated Freight or Cargo	\$13.03 per ST	\$13.68	\$14.36	\$15.08	\$15.83
Hazardous Material	\$10.42 per short ton PLU \$25.00 for each container, flat or pallet containing more than 800 lbs of hazardous material	\$10.94	\$11.49	\$12.06	\$12.66

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

*Through Rated Hazardous Material	\$13.03 per SF \$50.00 per Container	\$13.68	\$14.36	\$15.08	\$15.83
Seafood	\$10.42 per SF	\$10.94	\$11.49	\$12.06	\$12.66
Inbound Petroleum Products	\$0.06 per Gal	\$0.06	\$0.06	\$0.06	\$0.06

Sand & Gravel of less than 3 inches (all types)	\$2.10 per SF	\$2.21	\$2.32	\$2.44	\$2.56
Rock of all types greater than 3 inches	\$10.42 per SF	\$10.94	\$11.49	\$12.06	\$12.66
Logs (of all types and sizes) ** May not be stacked more than 8 foot high**	\$0.32 per SF	\$0.34	\$0.36	\$0.38	\$0.40
Wood all types and sizes (banded or secured)	\$10.42 per SF	\$10.42	\$11.49	\$12.06	\$12.66

Wharfage Rates per Short Ton					
Commodity	2026	2027	2028	2029	2030
Freight/Cargo	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Through Rated Freight	\$ 16.63	\$ 17.46	\$ 18.33	\$ 19.25	\$ 20.21
Hazardous Material	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Through Rated Haz-Mat	\$ 16.63	\$ 17.46	\$ 18.33	\$ 19.25	\$ 20.21
Seafood	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Petroleum Products	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06
Sand & Gravel < 3in.	\$ 2.69	\$ 2.82	\$ 2.97	\$ 3.11	\$ 3.27
Rock, All Types ≥3in.	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15

Introduced by: City Manager Strickler
 Introduction Date: April 14, 2026
 Public Hearing: April 28, 2026
 Action:
 Vote:

<u>Logs, Charged by</u>	<u>\$ 0.42</u>	<u>\$ 0.44</u>	<u>\$ 0.46</u>	<u>\$ 0.48</u>	<u>\$ 0.50</u>
<u>sq. ft.</u>					

Section 207 D – Schedule of Man-Hour Rates, pages 59 & 60

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

Man-Hour Rate					
Service	2026	2027	2028	2029	2030
<u>Labor Rate</u>	<u>\$ 135.00</u>	<u>\$ 140.00</u>	<u>\$ 145.00</u>	<u>\$ 150.00</u>	<u>\$ 155.00</u>

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

ENACTED THIS ___ DAY OF _____ 2026, BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

ATTEST:

 Rose Henderson, Mayor

 Kevin Morgan, City Clerk

PORT OF BETHEL

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

At

THE PORT OF BETHEL, ALASKA

TERMINAL TARIFF #005

Adopted by Ordinance 17-02 Effective June 1, 2017

Amended by Ordinance 26-08 Effective _____, 2026

NOTICE TO THE PUBLIC

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

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CHECK SHEET FOR TARIFF REVISIONS EXPLANATION OF SYMBOLS AND ABBREVIATIONS Abbreviations

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

PORT OF BETHEL TARIFF #5

Wt.	Weight
-----	--------

Symbols

Symbol	Meaning
\$	US Currency

Conversion Tables

1 Foot	0.304801 Meters
1 Gallon (U.S.)	3.78543 Liters
1 Gallon Fresh Water	8.34 Pounds
1 Kilogram	2.20462 Pounds
1 Long Ton	2,240 Pounds; 1016.05 Metric Tons; 1.120 Short Tons

1 Meter	3.28083 Feet
1 Pound	0.453592 kilograms
1 Short Ton	2000 Pounds; 0.892857 Long Tons; 0.907185 Metric Tons

Section 1 – General Rules & Regulations

APPLICATION OF TARIFF

100

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

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

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

1. General Application

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

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

2. Tariff Effective

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

3. Subject to Change

PORT OF BETHEL TARIFF #5

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

4. Reservation of Agreement Rights

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

A. Acceptance of Tariff

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

B. Application of Rates

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

C. APPLICATION OF BETHEL MUNICIPAL CODE (BMC)

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

DEFINITIONS

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

1. **Abandonment of Vessels:** a vessel in a wrecked, junked, or substantially dismantled condition left on any Port Facility without the Port Director's written permission or as defined in Alaska Statute (AS 30)
2. **Authorized User:** All persons who have been granted a permit to conduct business on Port Facilities, including, but not limited to, their employees, visitors, contractors and subcontractors.
3. **Beam:** The greatest overall width of a vessel, including booms, spars, gins, or any fixed extension.
4. **Berth:** The space allotted to a vessel at anchor or at a wharf.
5. **Berthing:** The act of anchoring, tying up, mooring, securing, idling, grounding, dry-docking, beaching or otherwise laying a water vessel to rest within the Port of Bethel.
6. **Bill of Lading:** a document by which the master or a ship acknowledges having received in good order and condition (or the reverse) certain specified goods consigned to him by some particular shipper, and binds himself to deliver them in similar condition – unless the perils of the sea, fire, or enemies prevent him – the consignees of the shipper at the point of destination on their paying him the stipulated freight.
7. **Boat Owner:** The actual, or registered, owner, charterer, master, agent, or person in the navigational control, or person responsible for the operation of the boat.
8. **Cargo:** includes all freight, merchandise, supplies, equipment, tools, fuel and other tangible goods held for shipment or movement within the Port of Bethel.
9. **Cargo Handling Equipment:** All equipment, gear and supplies transported to and/from a vessel which is necessary for cargo handling at the Port of Bethel and that (a) is loaded or unloaded in Bethel and (b) used exclusively for cargo handling at the Port of Bethel. Equipment, gear and supplies that are used for cargo

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handling and for other purposes while offloaded in Bethel are not “Cargo handling equipment.”

10. **Cargo Handling Permittee:** a person, firm or company that has been issued a permit to use the Port, and which is engaged in the business of handling cargo, equipment, fuel or gravel at the Port of Bethel docks and facilities, whether in the capacity of a vessel or shore-side operator. This permit does not create and exemption from wharfage fees.
11. **City:** The City of Bethel.
12. **Company Gear and Equipment:** Includes all equipment, gear and supplies transported to and/or from a vessel which is necessary for cargo handling at another shore-sided facility or is being transported by a vessel to another location or vessel for such use, but not considered part of the transporting vessel's (ship's) gear or stores.
13. **Consignee:** means the recipient of cargo from a shipper, individuals or business entities to whom a transported commodity is to be delivered.
14. **Container:** means a demountable and reusable freight-carrying unit designed to be transported by different modes of transportation and having construction, fittings, and fastenings able to withstand, without permanent distortion or additional exterior packaging or containment, the normal stresses that apply on continuous all-water and intermodal transportation. The term includes dry cargo, ventilated, insulated, refrigerated, flat rack, vehicle rack, liquid tank, and open-top containers without chassis, but does not include crates, or boxes.
15. **Delinquent List:** The record of vessels, their owners, or agents, or other users of the Port of Bethel who have failed to pay charges within thirty (30) days after date of invoice or who have not furnished proper cargo statements to the Port Director.
16. **Derelict:** As defined in AS 30.30.090
17. **Dockage:** A charge assessed to a vessel for docking at a wharf, dock, pier or other facility or for mooring a vessel so docked.
18. **Floating Docks/Floats:** Docks/floats equipped with or without gangways that are secured to the seawall or appurtenant to it for the use of small vessels.
19. **Free Time:** The specified period during which cargo and or vessels may occupy an assigned space at the Port of Bethel free of charges, as specified in Item 200, immediately prior to the loading or subsequent to the discharge of such cargo on or off a vessel.

20. **Gangway:** means a narrow, portable platform used as a passage by persons entering or leaving a vessel moored alongside a quay or pier.
21. **Handling:** The service accorded to cargo movement from one end of a ship's tackle or terminal's tackle to the first place of rest on the wharf or other terminal premises designated by the Port Director or his authorized representative to be used as the first place of rest, or from such first place of rest on the wharf or other such terminal premises to a place within reach of ship's tackle or terminal's tackle.
22. **Harbormaster:** The individual charged with directly supervising and facilitating cargo, freight, fuel, and Small Boat Harbor operations; the Port Director or his designee.
23. **Haul-out:** When a vessel is pulled, skidded, lifted, or floated and left partially or completely upon any Port Facility or Port property.
24. **Holidays:** Whenever in this Tariff reference is made to holidays, the following days are included: New Year's Day, President's Day, Seward's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Chief Eddie Hoffman or Tribal Chief's Day, Christmas Day and every other day appointed by the President of the United States of America and/or the Governor of Alaska. In the event that one of the above mentioned holidays occur on Saturday, the previous Friday will be considered a holiday for the purpose of this Tariff. In the event that one of the above mentioned holidays occurs on Sunday, the following Monday will be considered a holiday for the purposes of this Tariff.
25. **Launching Area:** Platted Public Access areas for the purpose of launching and retrieving boats.
26. **Length (LOA):** The overall length of a watercraft measured from the most forward point at the stem (bow) to the after most part of the stern of the watercraft, to include the motor.
27. **Loading Areas:** An area designated by the Port Director for the purpose of loading and unloading small items into a boat for non-commercial purposes which is not subject to wharfage charges. The loading areas may include non-public access areas.
28. **Manifest:** A detailed statement of a vessel's cargo, giving the bills of lading numbers, marks, number of packages, names of shipper, names of consignee, weight or total measurement of goods, rate of freight and where payable. Such a

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- statement is sent by the owners or brokers at port of shipment to their agents at destination point.
29. **Moorage:** The act or an instance of mooring, the place a vessel may be moored, a charge for mooring.
 30. **Mooring:** to secure a ship or vessel or any floating object in a particular place by weight, chain, rope, float, structure, or any appliance used for anchoring purposes by a watercraft which is not carried aboard a watercraft as part of it.
 31. **Mooring Floats:** mooring floats equipped with, or without, gangways that are secured to the seawall, or appurtenant to it, for the use of small vessels.
 32. **Moorings:** a place where a vessel is moored.
 33. **Motor Vehicles:** A wheeled vehicle whose primary purpose is ordinarily the transportation of passengers, including an automobile, pickup truck, minivan or sport utility vehicle.
 34. **Operator:** Any lessee of a vessel, and master or captain who has actual physical use, control and/or possession of a vessel and who is in the employ of, or who has a contractual relationship to the owner.
 35. **Owner:** The individual, partnership or corporation holding legal title to the vessel.
 36. **Over-Side Cargo or Fuel:** Refers to the act of transferring cargo or fuel directly between vessels when one vessel is docked at any Port of Bethel Facility and the other vessel is moored alongside.
 37. **Over Stow:** Any cargo placed on the Port premises from common carrier or its agent, which is to be reloaded on a vessel and destined for discharge at another port. Over stow charges will apply so long as no value has been added to the cargo while awaiting transshipment.
 38. **Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
 39. **Person:** An individual, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
 40. **Point of Rest Staging Area:** That area on the Port Facility which is assigned for the receipt of inbound cargo from the vessel and which inbound cargo may be delivered to the consignee, and that area which is assigned for the receipt of outbound cargo from shippers for vessel loading.
 41. **Port Director:** The Director of the Port, or the Port Director's designee.

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42. **Port Facilities:** All docks, floats, berths, wharfs, seawalls, and other landing, launching, mooring, cargo, or other facilities located within the jurisdiction control of the City of Bethel and located within or along the waterways and tidelands of the City of Bethel.
43. **Port of Bethel (Port):** All navigable streams, rivers, continuous waterways, the adjacent shorelines and facilities thereto under the ownership or control of the City of Bethel, located within the corporate limits of the municipality, including, but not limited to, the Petroleum Dock, the City Cargo Dock, the Small Boat Harbor, the City Seawalls, and any other similar facilities excepting those areas within the exclusive jurisdiction of the State or Federal government.
44. **Registration:** Completing a moorage, stevedoring or use agreement with all necessary information concerning the vessel and vessel owner, indicating type and duration of service required, and full payment of all applicable fees and charges.
45. **Reserved Mooring:** Means having a specific assigned stall the use of which, after payment of reserved mooring fees, takes precedence over the use of the stall by any other vessel.
46. **SBH Parking Area:** That area designated and posted by the Port Director for the purpose of parking motor vehicles and boat trailers.
47. **Seawall:** The bulkhead constructed of pipe piling, or other material, along the waterfront of the City of Bethel.
48. **Ship's Gear or Stores:** Includes all equipment, gear and supplies being loaded to and/or from a vessel that is directly related to that vessel's cargo handling ability or part of the vessel's crew necessities.
49. **Small Boat Harbor or Harbor:** USS 3790 Plat 82-13, the area platted for use as the Bethel Small Boat Harbor.
50. **Small Vessels:** Boats, or other crafts, less than thirty-five (35') feet LOA including, but not limited to, motor boats, steam ships, float planes, canal boats, tugs, barges, sailing vessels, and every structure, or vehicle designed, or adapted, to be navigated either wholly, or partially, on water and used to transport people, or property.
51. **Stall:** A berthing location within the float system of the Bethel Small Boat Harbor. A stall does not include the float or finger of the float; only the space between or adjacent to it.
52. **Summer Season:** June 1st through October 31st

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53. **Support Vessel:** Any vessel which is used exclusively to provide assistance to another vessel by, for example, ferrying gear or person to or from the main vessel, or to allow repairs, cleaning and other services to occur on the main vessel.
54. **Tariff Charges:** These charges include all dockage, wharfage demurrage, terminal charges, moorage fees, rentals, and any other charges, or fees, authorized by the Port Commission and approved by the City Council for use of the Port. Tariff charges shall also include any amounts a person owes the Port under the Bethel Municipal code (BMC) as applicable.
55. **Terminal Charges:** The charges included in the current Port of Bethel Terminal Tariff as filed with the Federal Maritime Commission. Terminal charges include only charges for facilities, goods, or services provided by the City of Bethel.
56. **Terminal Storage:** Is the service of providing warehousing or other terminal facilities for the storing of inbound or outbound freight/cargo or gear/equipment after the expiration of free time. This includes closed or covered storage, open or ground storage, bonded storage, when available, and refrigerated storage (when available) after storage arrangements have been made.
57. **Transit cargo or transit freight:** Cargo or freight onboard which is destined for a place other than the Bethel Port Facility, and upon arrival at a Port Facility is discharged put over side, or transferred to another vessel.
58. **Transient Watercraft:** Any watercraft that is does not have a seasonal moorage agreement with the Port of Bethel.
59. **Though-rated cargo:** Inbound cargo at the Port of Bethel which is transferred to a port facility then to a vessel other than the vessel upon which it arrived with a final destination other than the Port of Bethels' facilities.
60. **Transient:** Any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
61. **Vessel:** (a) Every description of watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water. The US Code, Title 1, Chapter 1, (b) any boat, motor boat, ship or craft, or any structure capable of navigation, International Convention on Salvage 1989 (c) Every description of water craft, including non-displacement craft and seaplane, used or capable of being used as a means of transportation on Water, International Collision Regulations 1972 – COLREGS.
62. **Vessel Owner:** the actual or registered owner, charterer, master, agent, person in navigational control or person responsible for the operation of the vessel.

63. **Watercraft/Boat:** Any vessel including, but not limited to, houseboats, floatplanes, waterborne aircraft, floats, scows, rafts, pile drivers, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose upon the waterways within the port or moored at any place within the port.
64. **Waterway:** Any water, waterway, lake, river, tributary or lagoon and tidelands within the boundaries of the City.
65. **Wharf:** Includes every pier, bulkhead, dock, seawall, landing float, gridiron, shore, rip-rap and other structure to which vessels make fast, or upon which persons, or cargo, are discharged from a vessel, or from which persons, or cargo, are loaded upon a vessel.
66. **Wharfage:** Charge assessed against a vessel for cargo passing or conveyed over, onto or under wharves or between vessels, when berthed at any City of Bethel Port Facility. Wharfage is solely the charge for the use of the wharf and does not include charges for any other service.
67. **Wharfage Demurrage:** Charge assessed against freight/cargo/equipment remaining in or on Port facilities after the expiration of free time, unless prior arrangements have been made for storage. Includes any cargo placed on any shore-side property and passing over, across, under or through the Port of Bethel cargo handling facilities.
68. **Winter Season:** November 1st through May 31st.
69. **Working Stow:** Any cargo not destined for the Port of Bethel that has to be removed from a vessel and placed temporarily on the dock before being loaded to the same vessel from which it was removed and before any movement of vessel from the dock.

NOTICES:

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

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

All legal notices shall be addressed and delivered to:

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

FACILITY USE AND BONDING**103**

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

A. Access to Facility

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

1. Efficient and Expeditious Vessel Work

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

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

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needed for the operation and any coordinating sequence and timing of operations for the convenience and efficiency of Port operations.

5. Promptly restore terminal and/or dock working areas to a clean, safe and orderly condition on completion of daily operations.

B. INSURANCE:

All users with vessels over 35' feet in length must provide proof of liability insurance. Vessels using the Small Boat Harbor exclusively for the purposes of sport, recreational and/or subsistence fishing and hunting are exempt from the insurance requirement. This exemption does not apply to any vessels on charter or operating for hire. The Port Director has the sole authority to determine whether a vessel is exempt under this subsection.

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

1. Proof of Liability Insurance:

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

- a) **Worker's Compensation Insurance.** (Including Longshoremen and Harbor Workers Act Coverage) as required by law. The policy must waive subrogation against the City of Bethel and its employees.
- b) **Commercial General Liability.** With limits not less than One Million (\$1,000,000) Dollars per occurrence and Two Million (\$2,000,000) Dollars annual aggregate for bodily and property damage including coverage for premises and the operations liability, products and completed operations liability, contractual liability, broad form property liability, and personal injury liability. Policy must be endorsed to extend coverage for the loading and unloading of watercraft on navigable waters. City of Bethel shall be named additional insured.
- c) **Commercial Automobile Liability.** Covering all owned, non-owned, hired and rented vehicles with limits of liability of not less than One Million (\$1,000,000) Dollars Combined Single Limit for bodily injury and property damage per each occurrence or loss.

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

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

C. Liability for Loss or Damage

1. Limits of Responsibility

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

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

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

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

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

2. OWNER'S RISK:

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

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

3. INDEMNIFICATION.

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

4. PROVISIONS

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

D. Responsibility for Property Damage

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

CHARGES AND FEES

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A. Responsibility for Charges

Vessels, their owners, agents, masters, and shippers or consignees, of goods docking at or using the facilities covered by this tariff, agree to be responsible, jointly and severally, for the payments of charges assessed in accordance with this Tariff. Rates, rules and regulations of this Tariff and liability for charges apply without regard to

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the provision of any bills of lading, charter party agreement, third party agreement, contract or any other conflicting documents.

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

B. Terms and Conditions Of Payment

All dockage, wharfage, terminal storage fees and other charges assessed by the Port of Bethel may be required to be paid cash in advance of such services or use, except as provided in section D below.

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

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

D. Waiver of Prepayment Requirement:

1. The Port Director may extend credit to any user of the Port of Bethel who establishes a sound financial condition to the satisfaction of the Finance Director. User must satisfactorily complete a credit application and provide all information necessary to determine creditworthiness. Charges assessed and levied to any such creditworthy user shall be due and payable within **thirty (30) calendar days** of the date of invoice.
2. The creditworthy status of such a user of the Port of Bethel shall terminate immediately and automatically upon failure to pay all amounts due and owing within thirty (30) days of the date of invoicing. In no event shall creditworthy status attach to any user for a period of time in excess of one (1) year without additional and supplemental evidence of continuing creditworthiness satisfactory to the Finance Director. During this time of non-creditworthiness, user shall be required to pay all charges in full and in advance for activity conducted within the Port of Bethel. Further, users in this delinquent status may be denied access to the Port of Bethel facilities and any cargo, gear or vessel within the Port of Bethel may be held as security for payment until all unpaid charges are satisfied in full.
3. No credit shall be extended to any person or entity delinquent in the payment of any amount due and owing to the City of Bethel.
4. An administrative fee of eighteen (18%) percent will be charged on all issues that require administrative services to process and handle, beyond the typical day to day business, such as, but not limited to, past due accounts that elevate to any method of collection, known spill response incidents that require port supplies

and personnel, clean-up or repair of facility or infrastructure from user neglect or damage, etc.

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

E. Delinquent Accounts

1. Time of Delinquency/Interest on Delinquencies

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

2. Penalty for Delinquent Accounts

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

3. Delinquent List

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

4. Additional Legal Remedies

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

RIGHTS OF THE PORT

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A. Rights Reserved

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

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

B. Right to Approve:

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

C. Right to Schedule Vessels and Cargo

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

D. Right to Refuse Freight/Cargo

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

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

E. Right to Remove, Transfer or Warehouse Freight:

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

Freight remaining at Port of Bethel facilities after expiration of free time and/or freight remaining after the clearance of a vessel, may be piled or re-piled to make space, transferred to other locations or receptacles on/at Port of Bethel premises or removed to public or private warehouses, with all expenses and risk of loss or damage becoming the sole responsibility of the owner, shipper, consignee, agent or carrier as responsibility may appear.

F. Movements of Vessels to Reduce Congestion or Maximize Services

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

G. Right to Withhold Delivery of Freight

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

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

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

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

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

J. Right to Sell for Unpaid Charges

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

K. Normal Working Hours

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

- (1) Holidays Observed by the Bethel Port: New Year's Day, President's Day (3rd Monday in February), Memorial Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Chief Eddie Hoffman Day (2nd Friday in December) and Christmas Day.

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(2) Holidays Not Observed: Independence Day, Labor Day and Alaska Day (October 18).

L. Call Outs

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

M. Explosives

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

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

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

O. Right to Impound and Dispose of Vessel

1. Impoundment of Vessel for Violation(s): The Port Director is authorized to impound any vessel in or on the Bethel Port, terminal or dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff, state, local or federal regulations; or any vessel which is unsafe and whose owner or operator has failed to remove it after notice.
2. Impoundment of Vessel for Failure to Pay: The Port Director is authorized to impound any vessel in or on the Harbor, terminal or dock facilities whose owner or operator has not paid any fee or charge due to the City for the vessel by the due date of such fee or charge and such fee or charge is thirty (30) days or more past due.
3. Information Regarding Impoundment: The Port Director may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel.
 - a) The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charges and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal.
 - b) The procedure for impoundment, including notice and pre-impoundment hearing, are set forth in Chapter 14 of the Bethel Municipal Code and Alaska Statute section AS 30.30.

DEMURRAGE OR DELAYS**106**

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

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

A. Delays – No Waiver of Charges

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

MANIFESTS REQUIRED OF VESSELS**107**

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

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

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denial of Port use privileges. If the Port of Bethel or the City is required to provide personnel for the purpose of checking freight on or off any vessel at any Port facility, the master, owner, agent, or operator of said vessel shall be charged the hourly man-hour labor rate for Port personnel established under Section 2, Item 207 of this Tariff.

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

COMPLIANCE WITH LAW

108

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

1. Open containers of alcohol and/or consumption of alcohol will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
2. Controlled substances of any kind will not be permitted on any parts of the Port of Bethel premises. Persons found in violation of this rule will be asked to leave the premises immediately, will be reported to the local and State authorities, and may be denied future access and use of the Port and its facilities. Consumption of alcohol onboard a vessel that is underway will be reported to the United States Coast Guard for necessary action.
3. Any person whose conduct while on Port of Bethel property is in violation of law or this tariff may be refused further access to the Port in addition to any other fine or penalty imposed by law. Any vessel located within the Port of Bethel upon which any conduct occurs that is in violation of the law or this tariff, may be refused future access to the Port. Any person who refuses or repeatedly refuses to obey a direct order of the Port Director may be subject to fine and permanently denied access to the Port Facility. The Port Director shall have full discretion to take the appropriate action to enforce the rules contained in this Tariff and other municipal, state, and federal laws, up to and including permanent denial of access to the Port and Port Facilities and/or impounding and disposing of the vessel.
4. Any person or vessel or vessel owner or operator who violates any provision of this Tariff or the rules and regulation of the Port of Bethel shall be subject to a civil fine in an amount of Five Hundred (\$500) Dollars for the first violation, Seven Hundred Fifty (\$750) Dollars for the second violation, and One Thousand

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(\$1,000) Dollars for all subsequent violations, plus any surcharge required to be imposed by AS 12.55.039. In cases of continuing violations, each day during which a violation continues shall be considered a separate offense.

5. Fine amounts shall be added to any invoice for services issued by the Port Director. If an invoice would not otherwise be issued, a fine may be imposed by civil action.
6. A person who disputes whether a fine has been properly added to an invoice shall have the right to request, in writing, an informal administrative hearing with the Port Commission within thirty (30) days of the date of receipt of the invoice. The Port Director shall schedule the informal administrative hearing within thirty (30) days of receipt of the request for the hearing, and shall issue a written decision regarding the matters discussed at the hearing no later than ten (10) days after the day of the hearing. Any person aggrieved by said written decision may appeal the matter, in writing, to the City Council no later than twenty (20) days after receipt of said written decision by filing a request for appeal with the City Clerk and paying the appropriate appeal fee. The City Clerk will then schedule an appeal hearing and will issue an appeal packet with all of the appeal procedures. The decision of the Bethel City Council shall be final and may be appealed to the Superior Court for the State of Alaska, Fourth Judicial District.
7. Any vessel that has incurred an unpaid fine or that is owned or operated by a person who has incurred an unpaid fine may, in the sole discretion of the Port Director, be denied use of the Port until such time as the fine has been paid in full.

LOAD LIMIT

109

A. Deck Load Guidelines

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

Area	Uniform Lbs./SF	Vehicle Load	Crane Load
Cargo Dock		250,000 lbs*	300,000 lbs*
Containers	4 high max^	n/a	n/a
Flats	10 high max^	n/a	n/a

* Includes equipment

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

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

B. Containers:

1. Cone Containers: Containers will not be stacked or moved anywhere on Port property without Port approved stacking cones. The carrier is responsible for providing a sufficient amount of cones for safe stacking of each container. In the

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event that a carrier does not provide sufficient cones, the Port Director, or his designee, reserves the right to stop and/or refuse containers until the cones are provided. If the Port grants the carrier written approval for the temporary storage of containers that do not have cones, the carrier must provide the cones to the Port. The carrier will be charged the actual equipment and man-hours it takes to re-handle the containers.

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

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

2. Markings, Labels, Placards:

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

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

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

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

Cargo shall not be stacked or stored in the aisle ways or in front of gates. Cargo shall not be stacked or stored at the petroleum terminals. Cranes and heavy loads will be evaluated and permitted on a case by case basis.

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

SAFETY, SANITATION AND HOUSEKEEPING

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Users/Operators of Port of Bethel facilities will be required to comply with all safety and sanitation rules applicable on structures and facilities of the Port of Bethel as required

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

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

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

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

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

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

1. **Welding/Hot Work:** Any welding/open flame "hot work" must be pre-approved by the Port Director or Harbormaster. At the Port Director's discretion, pre-approval by City of Bethel Fire Department may also be required. Any approval shall be by issuance of a welding and hot-work permit only. In addition, to the welding and hot work permit, any welding/open flame "hot work" performed in a confined space also requires written authorization and a certificate of inspection from a certified marine chemist. No cutting or welding or use of open flame shall be allowed on any boat undergoing repairs, on or at any Bethel port or harbor facility except in an area especially designated for such repair.
 - a. When "hot work" is being conducted, a Fire Watch will be assigned for the entire duration of the work being performed. The Fire Watch shall not be assigned other duties while performing this vital safety function and shall, at all times while "hot work" is ongoing, be not more than twenty (20') feet from the work area. Certificates of authority to conduct the "hot work" must be displayed at all times.

- b. **Fire Extinguishers:** All vehicles, machines, cranes and welders using the Port Facilities must have an ABC Dry Chemical Fire Extinguisher or it will be denied access to Port Facilities. No person shall use any fire-fighting equipment located at the Bethel Port Facilities for the purpose of pumping fire suppressant water into boats for any purpose other than extinguishing fires. Any use of City fire extinguishers must immediately be reported to the Harbormaster.
- Fire Extinguishers in operating condition must be readily available on all welding, cutting or open flame equipment being used on vessels, machines, cranes, equipment used within the terminal and dock facilities.
- C. **Equipment:** No person shall disturb any Port equipment or facilities; except fire extinguishers in a fire emergency.
- D. **Facility:** No person shall interfere with or tamper with any wharf, float, gangway, ramp, or any facility operated by the City.
- E. **Firearms & Fireworks:** Firearms and/or fireworks may not be discharged in any part of the Port of Bethel and facilities at any time. Persons found discharging such may be prosecuted under all local, state and federal laws that may apply and may be denied all future use and access of the Port and its services.
- F. **Fueling Vessels, Tanks and Equipment:** Fueling of vessels and equipment or tanks is prohibited at dockside and in the terminal of the Port without prior written authorization from the Port Director or Port Attendant. Vessels with a fuel capacity of 10,000 gals or more must use the Petroleum dock for all fuel transfers. Only fuel delivery operators who are approved by the federal, state and local regulations and laws for fueling will be permitted to handle fuel at the Port. Common Carriers who are authorized by the Port to fuel their company equipment in the Terminal facility will do so only under the supervision of a certified fuel tanker man for the entire operation. Before a fuel company's fuel truck will be allowed on Port Facilities for the purpose of fuel delivery, the company must first have a Tank Truck Transfer Procedure Form on file with the Port Director. This form expires at the end of each season and must be renewed annually.
- Propane tanks of any type will not be permitted to be filled or discharged anywhere on Port Property, Terminal or Facilities.
- G. **Smoking Prohibited:** No smoking will be allowed on any wharf, pier or in any warehouse or transit shed except in approved areas specifically designated for that purpose. Persons violating this rule may be barred, at the discretion of the Port Director, from the further use of any wharf and, in addition, shall be subject to prosecution under Federal, State and Municipal Laws.
- H. **Spills or Leaks:** Flammable liquids leaked or spilled anywhere in the terminal and/or water and beach surrounding, shall be cleaned up immediately. All spills of any size must be reported to the Port Director and either the USCG or the National Spill Response Center immediately. If a user damages or does not properly clean property, the City shall order the work performed and the user will be billed for all applicable costs to replace spill supplies, repair and/or clean property plus an administrative charge of fifteen (18%) percent of the total bill. Failure to report and clean up any spills immediately may result in a fine of up to Two Hundred (\$200)

Dollars per spill and possible suspension of dock privileges at the discretion of the Port Director.

- I. **Vehicles, Traffic and Driving on the Dock:** All vehicles shall obey the speed limit of 5 mph, traffic and warning signs throughout the Port.
- J. **Utilities:** No person shall tap, connect, disconnect or interfere with any water outlet, pipe, and water connection, and telephone equipment, electrical device of any kind on docks or in stalls maintained by the City in the Bethel Port or Small Boat Harbor without first having obtained the permission of the Port Director.
- K. **Waste Oil and Petroleum Products:** All waste oil and petroleum products must be properly disposed of by the vessel/owner. Storage, even of a temporary nature, of waste oil or petroleum products on city docks, wharves, piers or finger floats is only allowed provided the holding tank meets the specifications required by the Port and such storage is authorized in advance by the Port Director. Any vessel/owner/agent storing or disposing of waste oil in an inappropriate or illegal manner may be barred from further use of the Bethel Port and/or penalized according to the provisions of federal, state and local law. No waste oil stored at the Port may be resold on Port facilities.

HAZARDOUS MATERIALS

111

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

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

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

Pumping or storing fuel on floats is prohibited.

A. HAZARDOUS MATERIALS

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

vessel cargo manifests, including property reporting requirements. Each user of the Port of Bethel transferring Petroleum or Hazardous Substances to or from a vessel, other than for use and/or consumption on the vessel, shall have available and be capable of implementing an Oil Discharge Prevention and Contingency Plan (ODPCP) approved by the Alaska Department of Conservation (ADEC), Environmental Protection Agency (EPA) and United States Coast Guard (USCG) capable of fully containing damages that might otherwise be caused by an explosion, fire, contamination or pollution. No ODPCP relying solely on equipment or expertise outside the immediate Bethel area at the time of the cargo handling shall be acceptable.

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

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

WASTE OIL HANDLING

112

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

ACCIDENT REPORTING

114

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

NO POSTING OR DEFACEMENT

114

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

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

FACILITY SECURITY AND ACCESS

115

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

VESSEL REPAIRS

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- A. **In the Terminal:** Are not permitted. All vessel repairs shall occur in the designated areas only unless prior written approval has been received by the Port Director. Such approval shall only be provided in the case of documented emergency.
- B. **Haul-Outs:** When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock and Beaches, during June 1 and October 15 of each year, the vessel will be charged a daily dockage rate for the length of the vessel unless:
 1. The Owner or authorized representative of the vessel submits a completed Property Storage Request prior to the vessel being hauled out; and
 2. The Property Storage Request is approved, in writing, by the Port Director; and
 3. The vessel is parked only in one of the two (2) designated storage areas (see map found at the back of this Tariff, labeled **Attachment A**).
 4. Vessel's that do not meet all three (3) of the conditions listed above or that are returned to the water, however briefly, will incur dockage fees and charges as set out in this Tariff.

MANEUVERING AND NAVIGATION

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1. All vessels traveling in and out of the Bethel Port Facilities will be required to have at least one fully operational marine VHF radio on board at all times, and must stand by VHF Marine channels 16 and 10 when maneuvering within the navigation channel into or out of the port or harbor entrances and must also adhere to all Bridge to Vessel Rules (found in §208 of the USCB Navigation Rules). All vessel operators, regardless of size, must adhere to standard USCG rules of navigation, and grant the right of way to larger vessels that are underway in an approach or departure. Vessels larger than seventy-five (75') feet in length are required to give security calls before entering or departing the Port of Bethel.

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2. All vessels operating within the Small Boat Harbor and navigation channel shall do so in a safe manner so as not to cause a wake, wash or wave action which will cause damage or endanger any other vessels or occupants. Vessels shall travel at a speed no faster than 5 mph while in the Small Boat Harbor or navigation channel. Violators of this section will be subject to fines as defined BMC Chapter 14.

CLOSED SEASON

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1. The Port of Bethel facilities are considered closed during the iced-in period of each year, typically between mid-November and late-May/early-June. Activities within the Port may not be carried out during the closed season without prior authorization by the Port Director. The Port Director shall have sole discretion to determine whether the user requesting access shall be allowed to use the Port under such circumstances,
2. Users should submit cost estimates and work plans when seeking approval to conduct operations during the closed season. The Port Director shall evaluate any request to use the Port during the iced-in months according to the cost and burden the facility may reasonably be expected to incur by approving the request, in comparison with its overall value to the community, the Port and City of Bethel.
3. If the operation is approved, all reasonable charges incurred by the Port of Bethel over and above the typical summer season expenses for a similar operation will be the responsibility of the user. The rate may be negotiated or based on actual incurred costs, as determined by the Port Director. Any damage to the Port of Bethel during these winter operations will also be the responsibility of the company conducting the operation.

Section 2 – DESCRIPTIONS AND SCHEDULE OF CHARGES

GENERAL DESCRIPTIONS AND CHARGES

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A. MINIMUM CHARGES:

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

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

B. FRESH WATER FOR VESSELS:

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

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

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$0.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

Fresh Water for Vessels					
Service	2026	2027	2028	2029	2030
Hook-Up Fee	\$ 180.00	\$ 190.00	\$ 200.00	\$ 210.00	\$ 220.00
Rate Per Gallon	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27
After Hours Call Charge	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00

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

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C. GRAY WATER SERVICES FOR VESSELS

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

Service	2017	2018	2019	2020	2021
Hook-up Fee	\$135	\$140	\$150	\$160	\$170
Rate Per Gallon	\$0.18	\$0.19	\$0.20	\$0.21	\$0.22
After Hours Call-Out Charge	\$75	\$80	\$85	\$90	\$95

Gray Water Services for Vessels					
Service	2026	2027	2028	2029	2030
Hook-Up Fee	\$ 180.00	\$ 190.00	\$ 200.00	\$ 210.00	\$ 220.00
Rate Per Gallon	\$ 0.23	\$ 0.24	\$ 0.25	\$ 0.26	\$ 0.27
After Hours Call Charge	\$ 100.00	\$ 105.00	\$ 110.00	\$ 115.00	\$ 120.00

D. REFUSE REMOVAL AND DISPOSAL

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

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

Refuse Removal & Disposal					
Service	2026	2027	2028	2029	2030
4-yard Dumpster	\$ 165.00	\$ 170.00	\$ 175.00	\$ 180.00	\$ 185.00
8-yard Dumpster	\$ 260.00	\$ 270.00	\$ 280.00	\$ 290.00	\$ 300.00

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

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

- Pallets or wood (per dump truck load): \$650.00
- Other waste or scrap (per dump truck load): Landfill charges plus a \$350.00 administrative fee

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

E. FUEL TRANSFER CHARGES/RULES:

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

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

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

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

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

F. SPILLAGE:

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

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

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USCG

(907) 271-6700

G. GOVERNMENT VESSELS:

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

H. LINE HANDLING:

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

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

J. FEES AND CHARGES:

1. Application of Man Hour Rates on Handling: When the services of handling freight/cargo are required, the Port of Bethel reserves the right to apply applicable man-hour rates of \$125.00 per person per hour.
2. Stevedoring Permits:
 - (a) Full Service Permit: This permit enables the holder to unload and/or load common carriers or contract vessels and allows local carriers to deliver or remove freight/cargo from designated areas under the jurisdiction of the Port of Bethel.
 - (b) Specialty Permit: This permit allows the holder to engage in loading and unloading of ships or barges. It also allows the holder to provide a specialty service. Holders of this permit will be subject to depart the City Dock during the period that mainline common carrier vessels have berthing reservations.
 - (c) Independent Permit: An Independent Permit allows only the loading and unloading of fish products to vessels no less than 150 feet LOA.
 - (d) Rate:

Permit	2017	2018	2019	2020	2021
Full Service Permit	\$630	\$660	\$690	\$730	\$760
Specialty Permit	\$475	\$500	\$525	\$550	\$575

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Independent Permit	\$315	\$330	\$350	\$365	\$385
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Stevedoring Permits					
Service	2026	2027	2028	2029	2030
Full-Service Permit	\$ 798.00	\$ 837.90	\$ 879.80	\$ 923.78	\$ 969.97
Specialty Permit	\$ 603.75	\$ 633.94	\$ 665.63	\$ 698.92	\$ 733.87
Independent Permit	\$ 404.25	\$ 424.46	\$ 445.69	\$ 467.97	\$ 491.37

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

BERTHING

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A. PERMISSION REQUIRED:

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

(a) Berth Priority – Cargo Dock

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

- | | |
|--------------------------|-------------------------------|
| 1 st Priority | Common Carriers over 200 feet |
| 2 nd Priority | Other Carriers and Vessels |

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

B. GENERAL BERTHING RULES:

1. All vessels, or their owners/agents, desiring to berth at the Port shall file a Vessel Berthing Application in advance with the Port Director. All applications must be approved by the Port Director before any vessel will be scheduled for docking or before loading or discharging of any cargo.
2. Common carriers may provide a list of vessels with the required Port information in lieu of a separate vessel application for each vessel. This list should be on file with the Port by the arrival of the first barge of the season and updated as necessary and before the carriers vessel arrive at the Port for service.
3. Prior to each docking all vessels or it's owners or agents must verbally schedule with the Port Director the ETA/ETD of the vessel and specify the nature and quantity of the cargo to be handled, AND the start time for the crew to begin the discharge and/or loading operations. After approval of the scheduling the Port will provide necessary docking instructions.
4. Vessels requesting to dock for vessel repairs must be approved by the Port Director only, prior to docking.
5. Vessels that cause delay or disrupt Port Operations may be held financially responsible for the cost of the delay for the dock customer who was delayed and to the Port for revenue lost due to failure to comply with Tariff rules.
6. Vessels intending to berth/moor, or depart Port of Bethel facilities shall use sufficient tugs to dock/undock the vessel/barge in a safe manner.
7. Safe working speed will be maintained given prevalent conditions. Berthing speeds shall not exceed 16-feet per minute.
8. Line handlers shall be used.
9. In all cases, prudent seamanship and current rules of the road apply.
10. Any **Vessel or Boat improperly docked** will be charged a fee of Two Hundred (\$200) Dollars per occurrence.
11. The Port of Bethel does not perform the services of line handling.

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12. All vessels who have lines tied or attached to any part of the Port Facilities will conduct regular line checks and make adjustments according to the tides. The Port of Bethel will in no way assume responsibility for or be liable for damage caused by improper line attachments or improper and/or unauthorized docking.
13. Vessels that have been approved to dock in un-authorized areas will do so for the amount of time permitted by the Port Director which will not exceed thirty (30) minutes under any circumstances. During the time vessel is docked in a special area it must have a trained crew member on board that is alert and capable of moving the vessel in an emergency or on short notice and who will conduct regular line checks and adjustments.
14. Vessels at berth engaged in loading or discharging may be required to work overtime at the discretion of the Port Director.
15. Vessels vacating berth due to equipment problems will be charged the normal dockage fee and any standby time accumulated.
16. Vessels tied to the outside of Vessels already tied to any part of the dock facilities (rafting) – will adhere to the same Tariff Rules and Regulations as any vessel tied to the dock. No vessel, owner, agent, etc. has the right to refuse outside berthing if it has been authorized by the Port Director.
17. All vessels using the Cargo Terminal Dock will be required to keep aboard a crew of sufficient size to move the vessel at the request of the Port Director or his/her designee.
18. Tying to piling, sheet-pile, rip-rap, and bull rails is prohibited. All vessels using the cargo dock will use the bits, cleats, and/or bollards.

C. BERTHING RESERVATION:

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

1. Reservations shall be made by facsimile, telephone, email HF 4125, the Automated Information System (AIS) when available, or marine VHF (Channels 10 or 16).
2. All vessels, their owners or agents, desiring a berth at the docks shall, within a minimum of **twenty-four (24) hours** prior to anticipated vessel arrival, make advance application for berthing, specifying the date of docking, sailing, and the nature and quantity of cargo to be handled. Applications will be processed on a first-come first served basis.
3. The Port Director will determine availability of berth, services, etc. Should berthing schedule conflicts be found between berthing applicants, the Port Director shall mediate a resolution which will attempt to minimize negative impacts on both (or all) parties.
4. Unless prior credit has been established, full dockage fees will be paid to the Port at the time of application for berthing reservations. Prepaid dockage fees will be **non-refundable** unless a written cancelation is received by the Port a minimum of **twelve (12) hours** prior to scheduled vessel arrival.

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5. When space is available, vessels with approved reservations may have a twenty-four (24) hour grace window on either side of scheduled call/stay provided no other reservations have been received.
6. Vessels that dock at berths without prior berthing application approvals do not have berthing privileges or priority and shall complete a berthing application immediately after docking.
7. Failure to notify the Port of Bethel of arrivals, departures and cancelation of a confirmed schedule or reservation less than twenty-four (24) hours in advance may result in a fine of two-hundred fifty (\$250) dollars plus applicable sales taxes.

D. CONDITIONS OF BERTHING

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

1. Unless waived pursuant to paragraph B below, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Port Director six (6) days prior to the vessel's scheduled arrival, or at such time as may be authorized or directed by the Port Director, but in all cases in advance of actual services rendered.

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

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

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berthing agent. Such agent shall be held personally liable to the City of Bethel as a result of the agent's failure to accurately report the above information.

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

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

5. The Port Director shall, promptly after receipt of this form, advise the berthing agent as to (i) its approval or adjusted estimate of terminal charges and (ii) whether posting of cash or security is required for any one or more categories of such charges and the amount thereof.
6. In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all local rules and regulations established by the City of Bethel.
7. The City of Bethel retains the right in its sole discretion to determine whether a responsible party or agent is credit worthy and waive the cash-in-advance requirement. The City may establish guidelines for determining whether a responsible party or an agent is credit worthy. Compliance with these guidelines does not create a right to waiver of the cash-inadvance requirement.
8. For safety or other reasons, the City of Bethel in some circumstances may grant a vessel a temporary berth before the owner or agent has paid all applicable charges or otherwise complied with all applicable Tariff provisions of conditions of berthing.

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

E. TUG REQUIREMENT:

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

F. SPEED LIMITATIONS:

1. Berthing speed shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.
2. Safe working speed will be maintained given prevalent conditions.

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3. All craft shall operate at a reduced speed within one quarter mile of the docks outside of the Harbor.
4. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant thereof, regardless of established speed limits.

G. SECURING VESSELS:

1. All vessels berthing in the Port of Bethel shall be moored, anchored and secured in a safe manner according to generally accepted practices of seamanship. All vessels lying at a wharf, pier, causeway, revetment, dock, floats, other improvements or alongside another vessel shall be secured with head and stern lines to mooring bitts, bollards or cleats. **Any securing of lines to scupper holes, tires, chains or ladders is not permitted.** All methods of securing a vessel and all rigging of a vessel in the Port of Bethel shall be subject to inspection and approval by the Port Director at any time. Orders of the Port Director to change or improve vessel security or rigging shall be executed by the permittee immediately. Each vessel owner or operator is responsible for checking and re-securing all lines, anchors, and rigging in use by his or her vessel during all weather conditions.
2. The Port Director may require vessels to raft on the floats and sheet pile docks during periods of heavy traffic and/or bad weather. If so ordered, all vessels shall comply immediately.
3. All vessels moored in the Port of Bethel shall always and continuously, **without fail**, maintain on board the vessel such crew members as are necessary to care for the vessel and to move the vessel immediately on emergency order of the Port Director. Skiffs and other small craft in the Small Boat Harbor may be exempt from this requirement if the Port Director approves of an alternative method of ensuring that a vessel can be contacted and the vessel relocated without delay in the event of an emergency.

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

H. PREFERENTIAL BERTHING:

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

1. If two or more applicants apply for preferential berthing for the same time and location, the Port Director shall convene an informal telephonic or personal conference with representatives of all conflicting application, and shall attempt to obtain a good faith accommodation that minimizes costs or damages to all of the conflicting applicants. If the Port Director is unsuccessful in obtaining a consensus accommodation among conflicting applicants, then the Port Director shall arrange

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and execute a fair and impartial drawing of lots to determine which conflicting applicant shall receive the preferential berthing reservation.

2. No holdover rights are derived from the award of preferential berthing. A vessel delayed in arrival to its reserved, preferential berthing, or a vessel choosing to hold over beyond the term of its preferential berthing, shall be accommodated only during the period of its original preferential berthing reservation, and shall be treated as any other application on a first-in-time basis for any holdover berthing time.

I. REASSIGNMENT/RETURN TO BERTH

Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to assign another berth to the vessel if a satisfactory alternative is available. Whenever the revocation of a berthing assignment is not caused by culpable acts or omissions of any person associated with the permittee of the berthed vessel, the Port Director shall make all reasonable effort to return the vessel to the original berth as soon as possible, provided however that no decision to return the vessel to its original berth shall result in interference with other berthing reservations existing at the time of the revocation.

J. ALTERATION OR REVOCATION OF BERTHING ASSIGNMENTS:

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

K. VESSELS REQUIRED TO VACATE BERTHS:

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

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expenses or damages to vessel, other vessels or wharf structures during such removal shall be charged to the vessel so moved.

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

L. CHARGES:

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

DOCKAGE

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

A. DOCKAGE PERIOD: HOW CALCULATED:

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

B. HAUL OUTS:

When a vessel is hauled out of the water and placed partially or completely upon any Port facility, including, but not limited to, the City Dock or Beaches, during June 1st and October 31st of each year, the vessel will be charged a daily dockage rate.

C. BASIS FOR COMPUTING CHARGES:

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

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

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

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

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

E. TUG BOATS:

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

F. DOCK ASSIGNMENTS:

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

G. DOCKAGE RATES:

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

Overall Length of Vessel (Ft)		Charge per 24 hour		
Over	But Not Over	2017	2018	2019
0	100	\$170.44	\$178.96	\$187.91
101	125	\$201.62	\$211.70	\$222.29
126	150	\$232.82	\$244.46	\$256.68
151	175	\$294.08	\$308.79	\$324.23

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176	200	\$328.62	\$345.05	\$362.30
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201	225	\$365.38	\$383.65	\$402.83
226	250	\$399.90	\$419.90	\$440.90
251	275	\$435.55	\$457.33	\$480.20
276	300	\$471.20	\$494.76	\$519.50
301	325	\$506.85	\$532.19	\$558.80
326	350	\$545.83	\$573.12	\$601.78
351	375	\$640.52	\$672.55	\$706.18
376	400	\$679.51	\$713.49	\$749.16
401	425	\$719.61	\$755.59	\$793.37
426	450	\$759.71	\$797.70	\$837.59
451	475	\$796.47	\$836.29	\$878.10
476	500	\$838.80	\$880.74	\$924.78
501	525	\$880.02	\$924.02	\$970.22
526	550	\$922.35	\$968.47	\$1,016.89
551	575	\$963.56	\$1,011.74	\$1,062.33
576	600	\$1,005.89	\$1,056.18	\$1,108.99
601	625	\$1,089.44	\$1,143.91	\$1,201.11
626	650	\$1,297.75	\$1,362.64	\$1,430.77
651	675	\$1,507.17	\$1,582.53	\$1,661.66

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676	700	\$1,715.48	\$1,801.25	\$1,891.31
701	725	\$1,924.89	\$2,021.13	\$2,122.19
726	750	\$2,133.20	\$2,239.86	\$2,351.85
751	775	\$2,342.62	\$2,459.75	\$2,582.74
776	800	\$2,545.58	\$2,672.86	\$2,806.50

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

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LOA of Vessel (ft)		Charge for 24-hour Period				
Over	Under	2026	2027	2028	2029	2030
	<u>100</u>	\$ <u>197.31</u>	\$ <u>207.48</u>	\$ <u>217.53</u>	\$ <u>228.41</u>	\$ <u>239.83</u>
<u>0</u>	<u>125</u>	\$ <u>233.40</u>	\$ <u>245.07</u>	\$ <u>257.32</u>	\$ <u>270.19</u>	\$ <u>283.70</u>
<u>101</u>						
<u>126</u>	<u>150</u>	\$ <u>269.51</u>	\$ <u>282.99</u>	\$ <u>297.13</u>	\$ <u>311.99</u>	\$ <u>327.60</u>
<u>151</u>	<u>175</u>	\$ <u>340.44</u>	\$ <u>357.46</u>	\$ <u>375.34</u>	\$ <u>394.10</u>	\$ <u>413.81</u>
<u>176</u>	<u>200</u>	\$ <u>380.42</u>	\$ <u>399.44</u>	\$ <u>419.41</u>	\$ <u>440.38</u>	\$ <u>462.40</u>
<u>201</u>	<u>225</u>	\$ <u>422.97</u>	\$ <u>444.12</u>	\$ <u>466.32</u>	\$ <u>489.64</u>	\$ <u>514.12</u>
<u>226</u>	<u>250</u>	\$ <u>462.95</u>	\$ <u>486.10</u>	\$ <u>510.40</u>	\$ <u>535.92</u>	\$ <u>562.72</u>
<u>251</u>	<u>275</u>	\$ <u>504.21</u>	\$ <u>529.42</u>	\$ <u>555.89</u>	\$ <u>583.69</u>	\$ <u>612.88</u>
<u>276</u>	<u>300</u>	\$ <u>545.48</u>	\$ <u>572.75</u>	\$ <u>601.39</u>	\$ <u>631.46</u>	\$ <u>663.03</u>
<u>301</u>	<u>325</u>	\$ <u>586.74</u>	\$ <u>616.08</u>	\$ <u>646.88</u>	\$ <u>679.22</u>	\$ <u>713.18</u>
<u>326</u>	<u>350</u>	\$ <u>631.87</u>	\$ <u>663.46</u>	\$ <u>696.64</u>	\$ <u>731.47</u>	\$ <u>768.04</u>
<u>351</u>	<u>375</u>	\$ <u>741.49</u>	\$ <u>778.56</u>	\$ <u>817.49</u>	\$ <u>858.37</u>	\$ <u>901.29</u>
<u>376</u>	<u>400</u>	\$ <u>786.62</u>	\$ <u>825.95</u>	\$ <u>867.25</u>	\$ <u>910.61</u>	\$ <u>956.14</u>
<u>401</u>	<u>425</u>	\$ <u>833.04</u>	\$ <u>874.69</u>	\$ <u>918.43</u>	\$ <u>964.35</u>	\$ <u>1,012.57</u>
<u>426</u>	<u>450</u>	\$ <u>879.47</u>	\$ <u>923.44</u>	\$ <u>969.62</u>	\$ <u>1,018.10</u>	\$ <u>1,069.01</u>
<u>451</u>	<u>475</u>	\$ <u>922.01</u>	\$ <u>968.11</u>	\$ <u>1,016.52</u>	\$ <u>1,067.34</u>	\$ <u>1,120.35</u>
<u>476</u>	<u>500</u>	\$ <u>971.02</u>	\$ <u>1,019.57</u>	\$ <u>1,070.55</u>	\$ <u>1,124.08</u>	\$ <u>1,180.28</u>
<u>501</u>	<u>525</u>	\$ <u>1,018.73</u>	\$ <u>1,069.67</u>	\$ <u>1,123.15</u>	\$ <u>1,179.31</u>	\$ <u>1,238.28</u>
<u>526</u>	<u>550</u>	\$ <u>1,067.73</u>	\$ <u>1,121.12</u>	\$ <u>1,177.17</u>	\$ <u>1,236.03</u>	\$ <u>1,297.83</u>
<u>551</u>	<u>575</u>	\$ <u>1,115.45</u>	\$ <u>1,171.22</u>	\$ <u>1,229.78</u>	\$ <u>1,291.27</u>	\$ <u>1,355.83</u>
<u>576</u>	<u>600</u>	\$ <u>1,164.44</u>	\$ <u>1,222.66</u>	\$ <u>1,283.80</u>	\$ <u>1,347.98</u>	\$ <u>1,414.35</u>
<u>601</u>	<u>625</u>	\$ <u>1,261.17</u>	\$ <u>1,324.23</u>	\$ <u>1,390.44</u>	\$ <u>1,459.96</u>	\$ <u>1,532.96</u>
<u>626</u>	<u>650</u>	\$ <u>1,502.31</u>	\$ <u>1,577.43</u>	\$ <u>1,656.30</u>	\$ <u>1,739.11</u>	\$ <u>1,826.07</u>
<u>651</u>	<u>675</u>	\$ <u>1,744.74</u>	\$ <u>1,831.98</u>	\$ <u>1,923.58</u>	\$ <u>2,019.75</u>	\$ <u>2,120.74</u>
<u>676</u>	<u>700</u>	\$ <u>1,985.88</u>	\$ <u>2,085.17</u>	\$ <u>2,189.43</u>	\$ <u>2,298.90</u>	\$ <u>2,413.85</u>
<u>701</u>	<u>725</u>	\$ <u>2,228.30</u>	\$ <u>1,339.72</u>	\$ <u>2,456.70</u>	\$ <u>2,579.54</u>	\$ <u>2,708.52</u>
<u>726</u>	<u>750</u>	\$ <u>2,469.44</u>	\$ <u>2,592.91</u>	\$ <u>2,722.56</u>	\$ <u>2,858.69</u>	\$ <u>3,001.63</u>
<u>751</u>	<u>775</u>	\$ <u>2,711.88</u>	\$ <u>2,847.47</u>	\$ <u>2,989.85</u>	\$ <u>3,139.34</u>	\$ <u>3,296.31</u>
<u>776</u>	<u>800</u>	\$ <u>2,946.83</u>	\$ <u>3,094.17</u>	\$ <u>3,248.88</u>	\$ <u>3,411.32</u>	\$ <u>3,581.89</u>

801 and over - \$2,946.83 plus \$5.00 for each LOA in excess of 800 feet

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H. MONTHLY DOCKAGE RATES:

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

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

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

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

DUNNAGE

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DEFINITION:

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

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

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

SEAWALL MOORING

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

Vessels that are moored outboard of the first vessel and have a load will be charged a daily dockage rate and the rate for a seawall mooring permit shall not apply. Daily dockage rates will be applied to vessels not in their designated berth as stated in their Seawall mooring permit.

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

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

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

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

A berth user who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to pay moorage fees with respect

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to the stall and retain reserved use for a period of not more than one year from the date of sale, transfer or loss of possession of the vessel so long as he has replaced the vessel with another vessel of approximate size for the stall assigned within such seasonal period and paid the twenty-five (\$25) dollar administrative fee for changing the boat assigned to this reserved stall. Otherwise the moorage agreement expires. Failure of the owner or operator to give notice in writing to the Port Director of the sale, assignment, transfer or loss of use, control and/or possession of a vessel occupying a reserved moorage space within fifteen (15) days of the loss or transfer is grounds for immediate termination of the moorage agreement.

A vessel assigned a permanent reserved stall assignment should notify the Port Director when departing for more than five (5) days. If away from Bethel for more than five (5) days, a reserved stall vessel should notify the Port Director of its intended arrival date and time back into the Bethel Harbor at least 24 hours prior to reentry in to the Harbor.

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

A. Vessel Registration.

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

B. Seasonal Moorage Fee:

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

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

C. Calculation of Moorage Rates:

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

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

Length shall be construed to mean the distance expressed in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc.

STORAGE/DEMURRAGE

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A. PERMISSION REQUIRED

1. The Port of Bethel has designated certain lands and facilities for the storage of cargo.
2. No cargo, vessel, equipment or other property shall be deposited or stored at any location within the Port of Bethel without consent of the Port Director, or acquisition of a specified location. No structure or improvement may be placed on the premises of the Port of Bethel without the prior written consent of the Port Director. No hazardous substances or explosive material components may be stored at any location on Port of Bethel property without the prior written consent of the Port Director. The Port Director has complete discretion to refuse any request for storage of hazardous or explosive materials.
3. The Port Director will designate the location of open storage for cargo on a daily, weekly, monthly, or annual basis. Users of the open storage areas for any duration of time are required to sign a Storage Use Permit (SUP) from the Port of Bethel **before** placing cargo in open storage. The recipient of a SUP shall comply with the rules and responsibilities outlined in the SUP. Cargo placed in the open storage area without a SUP may be removed from the Port of Bethel at the expense of the person who placed the cargo. Owners, agents or operators who violate this section may be issued a fine as set forth in this tariff. In addition to the fine assessed, persons placing cargo in open storage without the necessary SUP may be denied use of Port Facilities.
4. All storage **must be approved in writing and in advance** by the Port Director. Permittees will be responsible for all aspects associated with the movement of cargo and or vessels to and from storage and for ensuring the stability of the cargo/vessel when dry-docked. The Port of Bethel accepts no responsibility for the placement and/or movement of the cargo/vessel. Cargo/Vessels not properly stored, or that shift from inadequate storage methods, must promptly be

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repositioned and stabilized by the owner. Cargo/Vessels remaining in an unsafe stored condition will be repositioned by a private contractor hired by the Port of Bethel, with all costs chargeable to the owner. In addition, violators of this section will be subject to the fines set forth in this tariff.

5. Persons storing vessels on Port of Bethel property shall use commercial grade boat stands for all vessel types except flat bottom vessels or skiffs less than 20 feet. Twin screw engine vessels are to have boat stands under the bow for storage purposes.
6. **All persons are prohibited from using vessels, containers and/or structures, or vehicles on Port of Bethel property as residential units. This includes vessels in storage on port property – no live-aboards on hard ground. Violations of this provision shall be subject to fines as set forth in this tariff. Repeat violations of this provision may cause the termination of storage and removal of all user's containers, cargo or equipment at user's expense.**

B. DEMURRAGE:

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

C. FREE TIME:

1. COMPUTING FREE TIME:

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

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

2. FREE TIME FOR CARGO AND MOORAGE:

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

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

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

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

D. LAY-DOWN AREAS:

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

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

E. VESSEL OVERHAUL:

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

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

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

G. CALCULATIONS:

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

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

Commodity	2017	2018	2019	2020
Equipment*	\$0.32	\$0.34	\$0.36	\$0.38
All Other Freight/Cargo	\$0.32	\$0.34	\$0.36	\$0.38
Gravel, Sand, Rock (All types and sizes)	\$0.32	\$0.34	\$0.36	\$0.38
Hazardous Materials	\$0.53	\$0.53	\$0.59	\$0.62
Logs (any size)	\$0.32	\$0.34	\$0.36	\$0.38
Vessels	\$0.32	\$0.34	\$0.36	\$0.38

Storage Rates					
Commodity	2026	2027	2028	2029	2030
<u>Equipment</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
<u>All Other Freight/Cargo</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
<u>Gravel, Sand, Rock</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
<u>Hazardous Material</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
<u>Logs</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48
<u>Vessels</u>	\$ 0.40	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48

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

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

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

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

I. MAXIMUM STORAGE TIMES:

The maximum storage period for hazardous materials (HAZMAT) on Port Facilities is ten (10) calendar days. The maximum storage time for all other items is nine (9) months. Failure to remove items after the expiration of the maximum

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time will result in a doubling of the storage rates. Items stored beyond the maximum time, may be seized, removed and disposed of by the City of Bethel.

J. TERMINATION OF STORAGE:

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

WHARFAGE

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Wharfage is the charge assessed against any freight, cargo, or goods placed in transit shed or on a wharf, or passing through, over or under, a wharf or Municipal

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Terminal; or transferred between vessels, or loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services.

A. APPLICATION:

Wharfage rates named in this tariff will be charged for all freight/cargo (excluding ship's gear and overstay) received over any property belonging to the Port of Bethel and will be in addition to all other charges made under this provisions of this tariff; EXCEPT:

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

B. OVERSIDE:

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

C. OVERSTOWED CARGO:

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

Commodity	Charge 2017	2018	2019	2020	2021
Freight or Cargo	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Through Rated Freight or Cargo	\$13.03 per ST	\$13.68	\$14.36	\$15.08	\$15.83
Hazardous Material	\$10.42 per short ton PLU \$25.00 for each container, flat or pallet containing more than 800 lbs of hazardous material	\$10.94	\$11.49	\$12.06	\$12.66
*Through Rated Hazardous Material	\$13.03 per ST \$50.00 per Container	\$13.68	\$14.36	\$15.08	\$15.83
Seafood	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Inbound Petroleum Products	\$0.06 per Gal	\$0.06	\$0.06	\$0.06	\$0.06

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Sand & Gravel of less than 3 inches (all types)	\$2.10 per ST	\$2.21	\$2.32	\$2.44	\$2.56
Rock of all types greater than 3 inches	\$10.42 per ST	\$10.94	\$11.49	\$12.06	\$12.66
Logs (of all types and sizes) ** May not be stacked more than 8 foot high**	\$0.32 per SF	\$0.34	\$0.36	\$0.38	\$0.40
Wood — all types and sizes (banded or secured)	\$10.42 per ST	\$10.42	\$11.49	\$12.06	\$12.66

Wharfage Rates per Short Ton					
Commodity	2026	2027	2028	2029	2030
Freight/Cargo	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Through Rated Freight	\$ 16.63	\$ 17.46	\$ 18.33	\$ 19.25	\$ 20.21
Hazardous Material	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Through Rated Haz-Mat	\$ 16.63	\$ 17.46	\$ 18.33	\$ 19.25	\$ 20.21
Seafood	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Petroleum Products	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06	\$ 0.06
Sand & Gravel < 3in.	\$ 2.69	\$ 2.82	\$ 2.97	\$ 3.11	\$ 3.27
Rock, All Types >3in.	\$ 13.29	\$ 13.95	\$ 14.65	\$ 15.38	\$ 16.15
Logs, Charged by sq. ft.	\$ 0.42	\$ 0.44	\$ 0.46	\$ 0.48	\$ 0.50

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

E. TRANSHIPPED CARGO:

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

F. TAXES:

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No taxes shall be assessed on wharfage.

PORT LABOR

207

A. LABOR RATES:

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

B. SPECIFIC LABOR COST SERVICES:

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C.

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.

D. SCHEDULE OF MAN-HOUR RATES:

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

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

Man-Hour Rate					
<u>Service</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>	<u>2030</u>
<u>Labor Rate</u>	\$ 135.00	\$ 140.00	\$ 145.00	\$ 150.00	\$ 155.00

E. SUBJECT TO CHANGE:

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

F. OVERTIME:

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

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

G. STANDBY TIME:

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

H. MINIMUM LABOR HOURS:

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

I. RATES APPLY WHEN NOT OTHERWISE PROVIDED:

1. When services are performed by the Port of Bethel, its employees or agents, for which no specific rates are set forth in this tariff, or when reference is made to this item, charges for such services shall be at current man-hour rates, or agent's actual labor rates, plus 18% overhead, and the charge for any equipment used. Charge for materials furnished in connection with said services will be assessed at actual cost to the Port of Bethel plus 18%.

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2. When equipment is used in performance of services, the charge will not be less than the Tariff rate.

J. LINE HANDLING:

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

K. LONGSHORE MAN-HOUR RATES:

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

CARGO HANDLING

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A. Permission Required:

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

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Director. Any damage to facility or significant material loss overboard must be reported to the Port Director immediately. Continued overboard material loss that goes unreported will subject contractors to fines as outlined and the expense of retrieving overboard materials. Repeat offenses may result in the contractor being denied use of Port Facilities.

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

B. Port Equipment and Services:

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

C. Removal or Transfer of Cargo:

1. Petroleum or Hazardous Substances, volatile, toxic, explosive or otherwise dangerous cargo may in an emergency be transferred and removed by the Port Director from its staged location to a safe location within or away from the Port of

PORT OF BETHEL TARIFF #5

Bethel with all expenses and risk of loss or damage chargeable to the permittee, owner, carrier, shipper, consignee or other claimant as their interests or responsibility may appear.

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

PORT OF BETHEL

Rules and Regulations

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

1.10 Title:

These regulations shall be referred to as the Rules and Regulations of the Port of Bethel.

1.11 Scope:

These regulations shall apply to all use and operation of terminal and transportation facilities at the Bethel Port and to the use of all real property within the Bethel Port.

1.12 Enforcement:

- A) These regulations shall be enforced by the Port Director or by the Bethel Police Department acting at the request of the Port Director.
- B) All orders of the Port Director may be either written or verbal at the discretion of the Port Director.
- C) Any order of the Port Director shall be subject to review by the City Council upon written application of any person affected by the order.

2.10 Mooring:

- A) No person may make fast a rope or moor to any structure other than a mooring bitt, bollard, or cleat provided for that purpose.
- B) Every vessel lying at a dock shall be made fast with head and stern lines in a manner approved by the Port Director.
- C) Every vessel lying at a dock shall comply with all orders of the Port Director with respect to its rigging.
- D) Every vessel lying alongside a dock or another vessel berthed at a dock shall from sunset until sunrise be equipped with gangways and man-ropes as may be required by the Port Director. Every gangway used for access after dark shall be brightly illuminated and monitored by the vessel.
- E) A vessel moored at a dock or to another vessel which is moored at a dock shall always have on board such seamen as are required to care for and move the vessel.
- F) No person shall moor, anchor, dock or berth a vessel within the port without first having obtained permission from the Port Director.

G) The City of Bethel reserves the right to refuse berthage, moorage or anchorage permits to any vessel which fails to comply with the Rules and Regulations of the Port of Bethel.

3.10 Obstruction to Navigation:

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

B) No person may obstruct a basin, channel or wharf so as to interfere with the mooring, passage or activity of a vessel. The Port Director may remove any such obstruction if the owner thereof fails to do so within 24 hours after its discovery by the Port Director.

C) No structure, material or substance that can sink in water or obstruct navigation may be deposited in the bay or on the shore of the bay unless written permission is first obtained from the Port Director.

D) When ballast, stone, coal, bricks, scrap, dirt, rubbish or other loose material or matter that can sink in water is being unloaded from or loaded onto a vessel, a canvas chute or similar contrivance shall be used to prevent spills into the bay.

E) The owner of a vessel which sinks, is grounded or delayed so as to interfere with navigation, obstruct the port, or endanger persons or property shall post warnings on the vessel that can be seen day and night and remove the vessel as soon as possible or as directed by the Port Director.

F) No vessel may operate a searchlight or other high intensity light on a vessel not underway in the harbor in such a manner that the safety and privacy of other vessels and vehicle traffic in the harbor area are disturbed, except in an emergency.

4.10 Vessel in Dangerous Condition:

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

5.10 Departures:

A) The Port Director may order a vessel to depart for the protection of persons or property, to ensure efficient use of the port, or in response to the vessel's failure to remit required charges or tariffs.

B) Upon the order of the Port Director, a vessel shall immediately vacate its berth so that a preferred vessel may berth there.

6.10 Lost, Abandoned or Stolen Vessels or Property:

The Port Director may assume custody of apparently lost, abandoned or stolen vessels or property found within the port. The Port Director shall retain custody of such property until claimed by the rightful owner, the port may require reimbursement for the costs incurred prior to releasing the property or vessel. If the vessel or property is not claimed within thirty (30) days, the Port Director may

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dispose of the vessel or property either by private sale or a duly notified public auction. The City of Bethel may recover the costs incurred by it for recovery and storage of the vessel or property, if any, from the proceeds of the sale.

7.10 Manifest:

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

8.10 Payment of Tariff Charges:

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

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

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

9.10 Motor Vehicles on Docks:

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

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

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

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

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

5.10 Loading or Discharging Explosives:

A) No explosive may be transported between a dock and vessel except with the permission of and pursuant to safety conditions imposed by the Port Director. A

PORT OF BETHEL TARIFF #5

special permit shall be obtained from the Port Director before any explosives are placed on a dock.

- B) No person may transport explosives between a vessel and a dock except between the hours of 6:00 a.m. and 6:00 p.m. unless otherwise authorized first by pre-arrangement with the Port Director. A safety watch shall be maintained at the expense of the cargo owner while explosives are being transported.
- C) If the transportation of explosives cannot be completed between the hours of 6:00 a.m. and 6:00 p.m., the person in charge or control of the vessel shall cause such vessel to haul away from the dock and anchor in such part of the port as may be designated by the Port Director until such time as the activity may continue under this section.
- D) A red flag shall be displayed as a danger signal at the fore topmast head of the vessel while explosives are being transported between a vessel and the dock.

11.10 Petroleum Products:

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

12.10 Fire and Welding Restrictions:

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

13.10 Repair of Vessels:

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A) Repairs and maintenance work not done exclusively within the confines of a vessel shall only be made at locations within the port designated as suitable for repair and maintenance work by the Port Director.

B) Repairs to and maintenance of a vessel that can be made exclusively within the confines of a vessel may be made while the vessel is berthed at a docks or lying alongside another vessel so berthed as long as this repair and maintenance activity does not interfere with the cargo handling activities of any other vessel.

14.10 Dangerous Condition of Docks:

A) Upon receiving written notice of a dangerous condition on a dock from the Port Director, the person responsible therefore shall immediately abate that condition or post warnings and barriers around it until such time as it can be abated.

B) No person may interfere with or molest a barrier which bars or obstructs the use of a dock or structure.

15.10 Depositing Property Upon Areas Without Permission Prohibited:

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

16.10 Sale or Solicitation of Goods or Services:

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

17.10 Smoking Prohibited:

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

18.10 Compliance with Law:

A) All persons using terminal and transportation facilities or owning real estate within the port shall comply with the Rules and Regulations of the Port of Bethel, all ordinances and regulations of the City of Bethel including, but not limited to, all City of Bethel Coastal Management regulations and the Port of Bethel Tariff; and all applicable laws and regulations of the State of Alaska and the United States governing their activity and ownership.

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B) All laws and regulations of the State of Alaska and the United States applicable to the use of terminal and transportation facilities and the ownership of real property within the port are incorporated herein by reference and shall be enforceable by the Port Director in the same manner as the Rules and Regulations of the Port of Bethel.

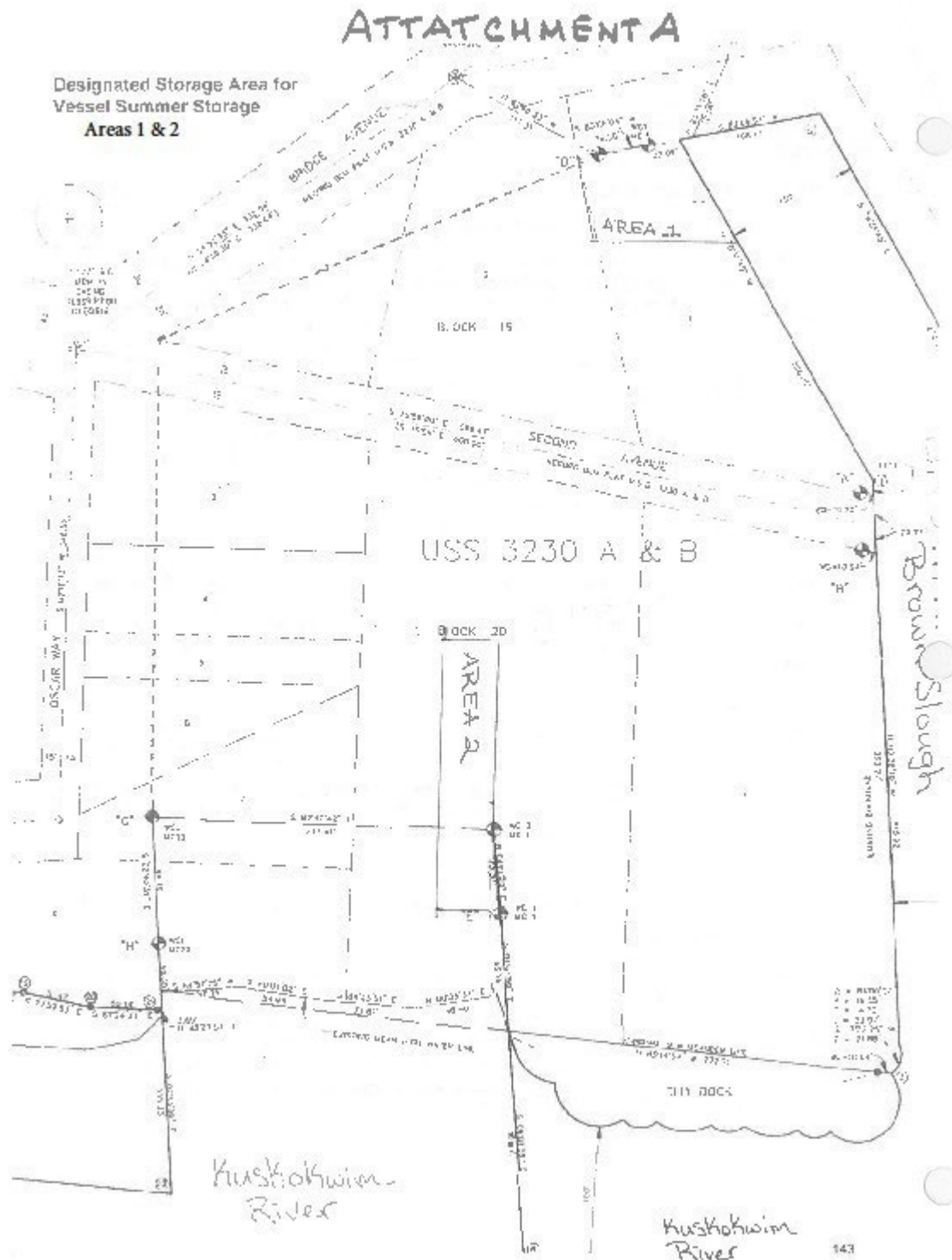
C) If any portion of these regulations is found to be in conflict with federal laws and regulations governing the equipping, operation and licensing of vessels on navigable waters of the United States, then such federal laws and regulations shall prevail, but the remaining sections of these regulations shall not be affected.

19.10 Definitions:

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

ATTACHMENT A

Designated Storage Area for Vessel Summer Storage



Pictures of the Port Facilities



PORT OF BETHEL TARIFF #5





PORT OF BETHEL TARIFF #5



Introduced by: City Manager Strickler
Date: April 14, 2026
Action:
Vote:

CITY OF BETHEL

Resolution 26-04

A RESOLUTION BY THE BETHEL CITY COUNCIL TO ADOPT THE CITY COUNCIL STATEMENT OF COMMITMENT FOR THE FEDERAL HIGHWAY ADMINISTRATION SAFE STREETS FOR ALL ACTION PLAN

WHEREAS, the Bethel City Council is committed to improving roadway safety, reducing traffic conflicts, eliminating traffic-related fatalities and serious injuries and ensuring a transportation system that supports all users;

WHEREAS, the City of Bethel has accepted a Safe Streets for All (SS4A) grant from the US Department of Transportation (USDOT) to develop a Safety Action Plan, the goal of which is to establish a specific plan and timeline for eliminating roadway fatalities and serious injuries;

WHEREAS, a successful Safety Action Plan will position the City of Bethel to be eligible for SS4A implementation grants for priority safety projects;

WHEREAS, the USDOT describes a successful Safety Action Plan as a document including an official public commitment to an eventual goal of zero roadway fatalities and serious injuries with a goal and timeline for eliminating such roadway fatalities and serious injuries;

WHEREAS, the USDOT also describes a successful Safety Action Plan effort as one including a committee, task force, implementation group, or similar body charged with oversight of the Action Plan development, implementation, and monitoring;

WHEREAS, the USDOT also describes a successful Action Plan effort as one including annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries and public posting of the Safety Action Plan online;

WHEREAS, the Safety Action Plan will be developed with a Technical Advisory Committee including representation from the mayor and multiple user groups;

Introduced by: City Manager Strickler
Date: April 14, 2026
Action:
Vote:

WHEREAS, the Safety Action Plan will include a safety analysis, robust public and stakeholder engagement, policy and process review and recommendations, identification and prioritization of strategies, countermeasures, and projects focused on a safe system approach, and a method to measure progress over time to meet all required elements for a successful plan;

WHEREAS, the City of Bethel plays a critical role in committing to a goal and timeline for eliminating roadway fatalities and serious injuries, and for allocating resources for plan development, implementation, and annual progress reporting.

NOW, THEREFORE, BE IT RESOLVED,

1. The Bethel City Council affirms support for the development of a Safety Action Plan, including a goal and timeline for eliminating roadway fatalities and serious injuries.
2. The City Manager, or their designee, is authorized, empowered, and directed to contribute to Plan development on behalf of the City and will keep the Council informed of progress through timely updates, including regular reports in Council meeting packets.
3. The City Manager, or their designee, is authorized and directed to provide annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and public posting of the final plan.
4. This resolution shall be effective immediately upon adoption.

ENACTED THIS 14th DAY OF APRIL 2026 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

Introduced by: Lori Strickler, City Manager
Date: April 14, 2026
Action:
Vote:

CITY OF BETHEL

Resolution 26-05

AUTHORIZATION AND EXECUTION OF TWO STATE REVOLVING FUND LOAN APPLICATIONS WATER & SEWER TRUCK SYSTEM ASSESSMENT

- WHEREAS,** the City of Bethel completed Questionnaires with the State of Alaska, Department of Environmental Conservation's State Revolving Fund Loan Program as a first step to pursuing loan funding for various water and sewer improvement projects in Bethel;
- WHEREAS,** two of Bethel's projects submitted as Questionnaires by the February 28, 2026 deadline was reviewed, scored, and placed on the FY 2026 Project Priority List, and both have been identified for 100% loan forgiveness;
- WHEREAS,** the City hereby directs the City Manager to apply for SRF loan funding for the following Alaska Drinking Water Fund project: Water Haul Truck System Assessment at \$37,500, and the following Clean Water Fund project: Sewer Haul Truck System Assessment at \$37,500;
- WHEREAS,** DOWL will conduct the assessment of the city's water haul system and sewer haul system at the same time, but bill separately to each Fund;
- WHEREAS,** the assessment of the water haul truck system and sewer haul truck system will examine how services are rendered, routes, time and motion studies, fuel use, vehicle delivery types, use of personnel, and other measures;
- WHEREAS,** the City of Bethel seeks to obtain the necessary financial assistance for the projects; and the State of Alaska, Department of Environmental Conservation (ADEC) can offer funding through the Alaska Drinking Water Fund and Alaska Clean Water Fund;
- WHEREAS,** the water-related project is listed on the FY 26 Alaska Drinking Water Fund Priority List the sewer-related project is listed on the FY 26 Alaska Clean Water Fund Project Priority List;
- WHEREAS,** each of the project loan amounts will be for the project cost estimates identified herein for a five-year term, with a finance rate calculated pursuant

Introduced by: Lori Strickler, City Manager
Date: April 14, 2026
Action:
Vote:

to state regulations (18 AAC 76.080 for a Clean Water loan and 18 AAC 76.255 for a Drinking Water loan);

WHEREAS, once the SRF loan application is approved, the City Manager will sign a loan agreement, the city will make project purchases, and then submit loan disbursement requests;

WHEREAS, ADEC will subtract 0.5% of disbursed funds as administrative fees, which total \$375 for these two projects, but there is no repayment required by the City for the 100% forgiven loans;

NOW, THEREFORE, BE IT RESOLVED that the City of Bethel authorizes the City Manager to apply to the State of Alaska, Department of Environmental Conservation, for one loan from the Alaska Drinking Water Fund and one loan from the Alaska Clean Water Fund to cover project costs;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City of Bethel authorizes the City Manager to execute the loan agreements as binding obligations in accordance with these terms when signed by both parties;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Manager is authorized to represent the City of Bethel when carrying out the City's responsibilities under the loan agreements and authorized to delegate responsibility to appropriate City staff members to carry out technical, financial, and administrative activities associated with the loan agreements;

ENACTED THIS 14th DAY OF APRIL 2026 BY A VOTE OF ___ IN FAVOR AND ___ OPPOSED.

Rose Henderson, Mayor

ATTEST:

Kevin Morgan, City Clerk

City of Bethel Action Memorandum

Action memorandum No.	26-07		
Date action introduced:	April 14, 2026	Introduced by:	Mayor Henderson
Date action taken:		Approved	Denied
Confirmed by:			

Title: Appointment of Committee and Commission Members for a term of three years.

Attachment(s): None

Amount of fiscal impact:		Account information:
x	No fiscal impact	

Finance Committee

Eileen Arnold has applied for appointment; term expiration is December 31, 2028.

City of Bethel Action Memorandum

Action memorandum No.	26-08		
Date action introduced:	April 14, 2026	Introduced by:	City Manager Strickler
Date action taken:		Approved	Denied
Confirmed by:			

Action Title: Authorize the City Manager to negotiate and execute a contract with Kuqo Construction for property management services.

Attachment(s) Request for Proposal

Account information:		Amount of fiscal impact:
530-44-6339	Leased Properties Other Purchased Services (FY2027)	TBD

The City is owner of two triplexes located at 512 and 514 Fifth Avenue Bethel. The City was provided with a grant to develop the property for Professional Housing per Alaska Housing Finance Corporation requirements.

Considering the City continued to face staffing shortages in all departments and to help ensure the properties are professionally managed and maintained, the City issued a Request for Proposals (RFP) for Property Management Services on February 23, 2026 seeking qualified contractors to oversee tenant management, maintenance, inspections, and operational oversight of the units. This was the second time the RFP was released. The first time it was released was July 28, 2025. No proposals were received during the initial release.

Under the RFP, the selected contractor would be responsible for:

- Tenant screening and leasing coordination
- Rent collection and financial reporting
- Routine maintenance and inspections
- Complaint response and tenant coordination
- Coordination of repairs and emergency maintenance
- Biannual property inspection reports and condition updates

The intent of this structure is to allow the City to maintain ownership of the housing assets while ensuring professional oversight while understanding the City's limitations in maintenance and operations.

The City received a single proposal from Kuqo Construction, a Bethel-based construction and property management company with extensive experience managing residential properties in the community. Kuqo Construction proposed a performance-based compensation structure under which the contractor would receive 41.6% of gross monthly rental revenue from the six housing units.

This fee includes:

- Property management services
- Routine maintenance labor
- Tenant coordination
- Emergency response services

The contractor indicated that no additional labor charges would be billed beyond the 41.6% management fee, although materials for major repairs would be addressed separately in coordination with the City. The proposal is structured so that the contractor's revenue is directly tied to occupancy levels, aligning incentives to maintain high occupancy and tenant satisfaction.

The City will work with the contractor to establish reasonable market rental rates for the units prior to leasing. This approach allows the City to:

- Ensure rents remain competitive within the Bethel housing market
- Maximize occupancy and long-term sustainability of the program
- Support recruitment and retention of critical professionals

Consistent with the RFP, the agreement will include:

- Initial contract term: 3 years
- Optional extensions: Up to three additional 3-year extensions upon mutual agreement and satisfactory performance.

**CITY OF BETHEL
BETHEL, ALASKA**



**REQUEST FOR PROPOSAL
PROPERTY MANAGEMENT SERVICES**

RFP Issued:	February 23, 2026
Deadline for Questions:	March 27, 2026
Deadline for Pre-Award Protests:	March 22, 2026
Proposal Due Date and Time:	April 1, 2026 at 2:00p

PROPERTY MANAGEMENT SERVICES

Section 1 – Project Summary

The City of Bethel is seeking bids from qualified contractors to provide Property Management Services for six (6) residential properties contained in two triplex units owned by the City of Bethel, located at 512 A, B, and C and 514 A, B, and C Fifth Avenue, Bethel.

We believe the property will be available for lease May 1, 2026.

The City will work with winner of this proposal to determine the appropriate lease rate for each unit.

General Description of Services

The selected contractor will serve as the property management representative for the City and shall be responsible for the ongoing oversight and maintenance of the six City-owned residential properties.

Scope of Work

The contractor shall provide the following services:

Tenant Management Services

- **Application and Screening**
 - Accept and process tenant applications.
 - Conduct tenant background and reference checks.
 - Evaluate tenant eligibility based on City-defined criteria.
 - Generally described as: 1) Employees of the State of Alaska; 2) Employees of the local government 3) Other critical professionals with prior approval from the Alaska Housing Finance Corporation (AHFC).
 - Recommend qualified applicants to the City for approval (or act under delegated authority).
- **Move-In and Move-Out**
 - Conduct move-in and move-out inspections with documented condition reports.
 - Coordinate key exchange and utility setup assistance as applicable.
- **Rent Collection and Processing**
 - Invoice tenants and collect monthly lease payments.
 - Track payment history and send delinquency notices when necessary.
 - Coordinate with the City on non-payment and, when authorized, initiate eviction procedures in accordance with local and state law.
 - Provide monthly rent collection and tenant ledger reports to the City.

Routine Property Maintenance

- Conduct monthly inspections (exterior and interior upon coordination with tenant).
- Perform or coordinate minor repairs (e.g., plumbing, HVAC, basic electrical, and appliance issues).
- Address weatherization, seasonal upkeep (excluding snow removal).
- Coordinate major repairs with the City when costs exceed the threshold for routine maintenance (threshold to be identified in final contract).
- **Complaint and Issue Resolution**
 - Serve as the primary point of contact for tenant concerns or property-related complaints.
 - Respond promptly to repair requests or property-related emergencies.
 - Maintain a complaint/maintenance log and submit monthly summaries to the City.
- **Inspection and Reporting**
 - Provide written inspection reports biannually (or as requested) outlining the condition of each unit and any recommended repairs or capital improvements.
 - Notify the City of any occupancy issues, unauthorized tenants, or potential lease violations.
 - Maintain confidentiality and professional conduct in all tenant interactions.

Services Not Included

- Snow removal.

Contract Term

The initial contract will be for three (3) years, with the possibility of one (three) 3-year extensions based on satisfactory performance and mutual agreement.

Proposal Submission Requirements

All proposals must include:

- Company name, contact information, and business license/registration information.
- Experience providing property management services (with references).
- Fee schedule:
 - Monthly management fees
 - Hourly Rate if applicable for specific services, please describe the service not included in the monthly management fees.
- Emergency response capabilities.
- Description of maintenance team or subcontractor relationships.
- Insurance documentation (liability and worker's compensation).

Selection Criteria and Scoring Matrix

Proposals will be evaluated and scored based on the following criteria:

Evaluation Criteria	Maximum Points
Experience and qualifications	20 points
Responsiveness to scope and service plan	25 points
Cost proposal	35 points
References and performance history	10 points
Local presence or availability	10 points
Total	100 points

Preferred Timeline

The City seeks to have property management services under contract and active by October 1, 2025. Proposers should indicate their availability to begin services.

Section 2- Instructions to Respondent

A. Questions or Clarifications

All questions regarding this RFP shall be submitted via email. Emailed questions and inquiries will be accepted from prospective Respondents in accordance with the terms and conditions of this RFP.

All questions shall be submitted by email to the purchasing agent at purchasingagent@cityofbethel.net on or before the date and time deadline shown on the cover sheet of this RFP. In the Subject line, please put "Proposal: Property Management Services."

B. Protests

Protests regarding any alleged improprieties or ambiguities in this request for Proposal document must be filed with the purchasing agent no later than the date and time shown on cover page of this RFP. Information on how to file a protest can be found in section 4.20.270 of the Bethel Municipal Code. The Code may be found on the City's website: www.cityofbethel.org. The Code also describes the process for companies that wish to file post-selection protests.

C. Addenda

All interpretations or corrections, as well as any additional RFP provisions that the City may decide to include, will be made into an official addendum and posted on the City's website: www.cityofbethel.org for all parties to download.

It shall be the Respondent's responsibility to ensure that they have received all addenda before submitting a Proposal. Any addendum issued by the City shall become part of the RFP.

Each Respondent must, in its Proposal, acknowledge receipt of all City addenda published, but the failure of a Respondent to receive, or acknowledge receipt of any addenda shall not relieve a Respondent of the responsibility for complying with the terms thereof. Completion and submission of Attachment A will satisfy this requirement.

The City will be bound by written addenda, not by oral responses to inquiries.

D. Conflict of Interest

All City of Bethel employees and Bethel City Council members adhere to and follow a Conflict of Interest Policy prohibiting them from directly or indirectly participating in procurement of a contract, if the city employee or council member knows, or should reasonably know that:

1. The city employee or council member or any member of the city employee's family has a financial interest pertaining to the anticipated contract.
2. Any other person, business, or organization with whom the city employee or council member or any member of their immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Violation of this policy by any Respondent is automatic grounds for disqualification of a Proposal and/or a breach of contract.

E. Inducement

All City of Bethel employees and Council Members adhere to and follow the Conflict of Inducements Policy that prohibits gratuities or offers of employment in connection with a decision, approval, disapproval, or recommendation regarding any matter which affects the City or which the City is negotiating. Any attempt by a Respondent to violate this policy is automatic grounds for disqualification of a Proposal.

F. Non-Collusion

Evidence of collusion or other anticompetitive practices among Respondents shall be grounds for disqualification.

G. Debarment

Submission of a Proposal in response to this RFP is certification that the Respondent is not currently debarred, suspended, proposed for debarment, and/or declared ineligible or voluntarily excluded from participation in any transaction by any State or Federal departments or agency. Submission is also an agreement that proposer will notify the City if there are any changes in company debarment status.

H. Good Standing

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

I. Non-Discrimination

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

J. Proposal Submission

All Proposals are due and must be delivered to the City Procurement office on or before the due date and time shown on the front cover of this RFP. Proposals submitted late or via oral, telephonic or telegraphic means **will not** be considered or accepted.

Prepare and submit the following items as part of the package: Attachment A Signature and Verification Form.

Each Respondent must submit one (1) Proposal by email, U.S. Postal Service, or private carrier. Proposals may be delivered either by hard copy or by electronic submission.

1) Email Submissions

Proposals may be submitted by email. Proposals submitted by email must be in either MS Word format or Adobe PDF format and sent by email to Purchasing Agent at purchasingagent@cityofbethel.net. The subject line of the email must read: "Proposals Property Management Services." The City is not responsible for incomplete transmissions or unsuccessful delivery by electronic means. The City will send an email acknowledging receipt of the Proposal.

2) Hard Copy Submissions

Proposals submitted in hard copy form must be in a sealed envelope marked: "Proposal: Property Management Services" and then list Respondent's name, address and phone number.

Mail* completed Proposal packages to:
Purchasing Agent
City of Bethel

Deliver* to:
Purchasing Agent
City of Bethel

PO Box 1388
Bethel, AK 99559-1388

City Hall / 300 State Highway
Bethel, AK 99559-1388

* **NOTE:** This is rural Alaska. Mail is unpredictable and weather-dependent, as are the services of UPS, Fed-Ex, and other private carriers. Plan to submit the documents a few days early to ensure on time arrival. Even if mailed on time, there is no guarantee it will be received and in the City's possession by the deadline if sent too close to the deadline.

K. Withdrawal or Correction of Proposals

Proposals may be withdrawn by written notice prior to the submittal deadline. Corrections may be made to Proposals submitted if prior to the submittal deadline.

L. One Proposal Accepted

The City will only accept one (1) Proposal per Respondent, including its subsidiaries, affiliated companies, organizations, or franchises.

M. Proposal Terms and Requirements

Proposals must be submitted by an official authorized to bind the Respondent.

N. Contract Commencement

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

Section 3 – Reservation of Rights

The City reserves the right to reject any Proposal, to waive or not waive informalities or irregularities in the response procedures, and to accept or further negotiate cost, terms, or conditions of any Proposal determined by the City to be in the best interest of the City. All agreements resulting from negotiations that differ from what is represented within the RFP or in the Respondent's response, shall be documented and included as part of the final contract.

The City reserves the right to accept any Proposal and to reject all Proposals in whole or in part and to waive any irregularity and/or informalities in any Proposal and to make the award in any manner deemed in the best interest of the City.

The City reserves the right not to consider any Proposal, which it determines to be unresponsive and/or deficient in any of the information requested within the RFP.

The City reserves the right to determine that a revised scope be implemented.

All Proposals become the property of the City of Bethel, whether awarded or rejected.

The accepting and opening of a Proposal document does not constitute the City's acceptance of the Respondent as a responsive and responsible Offeror. By accepting and opening of a Proposal, the City presumes the Respondents are familiar with the procurement documents and Chapter 4.20 Purchasing in the Bethel Municipal Code.

The selected Respondent will be required to provide the City an IRS form W-9 after award.

The City is tax exempt from all taxes. The Respondent, if awarded a contract for this work, shall be responsible for all taxes that may be applicable to this work.

A. Cost Liability

The City of Bethel assumes no responsibility or liability for costs incurred by a Respondent prior to execution of a Professional Services Agreement. By submitting a Proposal, Respondent agrees to bear all costs incurred or related to the preparation, submission, and selection process for the Proposal.

Attachment A

SIGNATURE AND VERIFICATION PAGE

By signing below, I hereby acknowledge the following:

1. Proposer, nor any of their representatives or third party mandated by Proposer, has attempted to contact City representatives or members of the selection committee for the purpose of influencing their choice, judgment or recommendation relating to the contract, or with members of the City Council to influence their decision;
2. Proposer has produced the Proposal without collusion, communication, agreement or arrangement with a competitor with regards to price, methods, factors or formulas for setting prices, to the decision to submit a Proposal or to present a Proposal that does not comply, directly or indirectly, with specifications contained in the request for Proposals;
3. Neither the proposer nor any of its representatives engaged in discrimination, intimidating measures, influence peddling, corruption or entered any form of collusion, communication, agreement or arrangement with other suppliers or third parties relating to a contract with the City of Bethel.
4. If selected, proposer agrees that neither it nor any of its representatives will engage in discriminating against any person because of race, national origin, color, age, creed, religion, sex, sexual orientation, gender identity, political affiliation, marital status, ancestry, disability, or status as a disabled veteran.
5. Proposer has appropriately identified proprietary information. Proposer agrees, should the City comply with the Proposer's request for non-disclosure, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. The City shall have no obligation to withhold non-classified information from disclosure and may release the information sought without any liability to the City.

6. I have read and understand the requirements of this Request for Proposals and, that I, as the Proposer, will comply with all requirements and that I am duly authorized to execute this Proposal/offer document and any contract(s) and/or other transactions required by award of this RFP.
7. Proposer's failure to certify to the statements in this attachment shall result in automatic rejection of the proposal.
8. If Proposer is found to have been in violation of any of the statements in this Attachment, the City shall automatically reject the proposal.
9. The City may cancel a contract if, during the course of the contract, the City finds Proposer to be in violation of any of the sworn statements required by this Attachment.

Acknowledgement of Receipt of Addenda

I hereby acknowledge receipt of all addenda issued and associated with the Request for Proposals for Property Management Services.

Name (printed):	Title:
Company Name and Mailing Address:	Telephone Number:
	E-mail Address:
Authorized Signature:	

Attachment B
Price Sheets for Service

SIGNATURE AND VERIFICATION

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

Price Sheet

YEAR	PRICE (Written)	PRICE (Numerical)
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		

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

Attachment C
Draft Contract for Services

DRAFT PROFESSIONAL SERVICES AGREEMENT FOR PROPERTY MANAGEMENT SERVICES

This Agreement (hereafter “Agreement” or “Contract”) is entered into this _____ day of _____, 2025, by and between the City of Bethel, a municipal corporation (hereafter “City”) and _____ (hereafter “Contractor”)

Section 01. Scope of Services

Contractor will provide property management services for six (6) units in two (2) triplexes owned by the City located at 512 A, B, and C and 514 A, B, and C Fifth Avenue, Bethel (hereafter “Properties”). Contractor will be responsible for the following tasks:

Tenant Management Services

- **Application and Screening**
 - Accept and process tenant applications.
 - Conduct tenant background and reference checks.
 - Evaluate tenant eligibility based on City-defined criteria.
 - Generally described as: 1) Employees of the State of Alaska; 2) Employees of the local government 3) Other critical professionals with prior approval from the Alaska Housing Finance Corporation (AHFC).
 - Recommend qualified applicants to the City for approval (or act under delegated authority).
- **Move-In and Move-Out**
 - Conduct move-in and move-out inspections with documented condition reports.
 - Coordinate key exchange and utility setup assistance as applicable.
- **Rent Collection and Processing**
 - Invoice tenants and collect monthly lease payments.
 - Track payment history and send delinquency notices when necessary.
 - Coordinate with the City on non-payment and, when authorized, initiate eviction procedures in accordance with local and state law.
 - Provide monthly rent collection and tenant ledger reports to the City.
- **Routine Property Maintenance**
 - Conduct monthly inspections (exterior and interior upon coordination with tenant).
 - Perform or coordinate minor repairs (e.g., plumbing, HVAC, basic electrical, and appliance issues).
 - Address weatherization, seasonal upkeep (excluding snow removal).
 - Coordinate major repairs with the City when costs exceed the threshold for routine maintenance (threshold to be identified in final contract).
- **Complaint and Issue Resolution**
 - Serve as the primary point of contact for tenant concerns or property-related complaints.
 - Respond promptly to repair requests or property-related emergencies.
 - Maintain a complaint/maintenance log and submit monthly summaries to the City.

- **Inspection and Reporting**

- Provide written inspection reports biannually (or as requested) outlining the condition of each unit and any recommended repairs or capital improvements.
- Notify the City of any occupancy issues, unauthorized tenants, or potential lease violations.
- Maintain confidentiality and professional conduct in all tenant interactions.

Section 02. Quality of Work and Standard of Performance

All services are expected to be performed to a professional standard suitable to the industry. Upon written notice to the Contractor and by mutual agreement of the parties, Contractor will correct, without additional compensation, those services not meeting such standards.

Section 03. Personnel

Contractor employees must be trained and should be experienced. A lead Contractor will be appointed. The lead Contractor's name and all personnel working under them shall be provided to the City. Changes in personnel will be communicated and approved by the City prior to the personnel working on the Properties.

Section 04. Term

The initial contract will be for three (3) years, with the possibility of one (three) 3-year extensions based on satisfactory performance and mutual agreement.

Section 05. Compensation

- A. Subject to the provisions of this Agreement, and consistent with the CONTRACTOR's bid, CITY shall pay CONTRACTOR _____ as outlined the CONTRACTOR's bid, all of which is herein incorporated by reference.
- B. CONTRACTOR shall submit an itemized invoice to CITY monthly. City payment will be processed promptly upon receipt of invoice and in no event will payment be issued more than thirty (30) days from receipt of invoice.
- C. The City prefers that invoices be sent by email to accountspayable@cityofbethel.net. On the invoice should be the words, "Charge to GL # 680-50-6326." Invoices submitted by mail must be addressed as follows:

City of Bethel
Accounts Payable
PO Box 1388
Bethel AK 99559-1388

Section 06. Performance and Default

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, the City shall thereafter have the right to immediately terminate this Agreement by giving written notice to Contractor and specifying the effective date thereof. In such event, Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of

this Agreement, and the City may withhold any payment due to Contractor for the purpose of setoff until such time as the exact amount of damages due the City from such breach can be determined. Notwithstanding the foregoing, Contractor shall be entitled to not less than thirty (30) days' written notice to cure any reasonably curable condition alleged to constitute a default by the City before a breach of this Agreement shall be declared by the City as a result thereof. In case of default by Contractor, the City may procure the services from other sources and hold Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by Contractor under this Agreement, or upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, the City may immediately cease doing business with Contractor, immediately terminate for cause all existing contracts the City has with Contractor, and debar Contractor from doing future business with the City.

Section 07. Termination of Contract

- A. Termination for Convenience: The City may unilaterally terminate this Agreement at any time without cause by providing one hundred twenty (120) calendar days' written notice from City to the Contractor. If the Agreement is terminated by the City for convenience, Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made. Termination of this Agreement, either with or without cause, shall not form the basis for loss of anticipated profits by either party.
- B. Termination for Cause: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations under this Agreement, or if the Contractor shall violate any of the covenants, terms, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days prior to the effective date of such termination. The Contractor shall be entitled to receive compensation in accordance with the compensation terms of this Agreement only for work completed to the City's satisfaction consistent with this Agreement.
- C. Termination for Non-Availability of Government Funds: If the City Council fails to appropriate sufficient funds or fails to authorize the expenditure of sufficient funds to continue services under this Agreement, the City may submit a written notice to the Contractor terminating this Agreement. Such notice shall be in writing and shall be sent out not less than thirty (30) calendar days prior to the date of termination. The notice shall include a written statement documenting the reason for termination and an official document certifying the non-availability of funds, such as a City Council action memorandum, official budget, or other official government document. The City shall be liable to Contractor for all charges and costs incurred for services rendered prior to the effective date of the termination.

Section 08. Amendments and Modifications

The parties may mutually agree to modify the terms of this Agreement. Modifications to this Agreement shall be incorporated into the Agreement by written amendments. The party seeking to modify the Agreement shall provide the other party with thirty (30) days' written notice of the proposed modification.

Section 09. Equal Employment Opportunity

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual identity, sexual orientation, national origin, handicap, pregnancy, parenthood, age, marital status, status as a disabled veteran, or veteran of the Vietnam War era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training, including apprenticeship; and participation in recreational and educational activities.

Section 10. Health and Safety

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Agreement.

Section 11. Assignability

- A. No assignment of the Contractor's obligations, nor the Contractor's right to receive payment under this Agreement, shall be permitted unless otherwise agreed to in writing by the City; provided, however, that claims for money due or to become due to the Contractor under this Contract may be assigned by court order or to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City, or the Contractor shall be responsible to the City for any monies due the assignee of this Contract which are paid directly to the Contractor.
- B. Subcontracting: Work proposed to be performed under this Agreement by the Contractor or its employees shall not be subcontracted without prior written approval by the City.

Section 12. Contractor to Remain in Good Standing

Contractor shall remain a contractor in good standing with the City. If at any time during the term of this Agreement, Contractor becomes delinquent in the payment or collection of sales taxes, fees, penalties, interest, or other amounts due or owing to the City, the City shall provide notice of termination of this Agreement for cause.

Section 13. Permits, Laws, and Taxes

Contractor shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of provider's activities in accordance with this Agreement. For purposes of this Agreement, taxes shall include, but not be limited to, Federal and State Income, Social Security, and Unemployment Insurance taxes. All actions taken by the Contractor under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. Prior to commencing any work for the City, Contractor shall provide the City with a copy of Contractor's current State of Alaska Business License, and a copy of insurance certificates indicating compliance with all insurance requirements of this Agreement.

Section 14. Relationship of the Parties: Independent Contractor

City and Contractor agree that the Contractor is an independent contractor and shall not represent itself as an agent or employee of the City for any purpose in the performance of the Contractor's duties under this Agreement. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to the City under this Agreement. The City may administer this Agreement and monitor the Contractor's compliance with it but shall not supervise or otherwise direct the Contractor.

Section 15. Agreement Administration

The City Manager shall be the City's representative in administering this Contract. They can be reached at citymanager@cityofbethel.net will be the Contractor's representative and can be reached at _____.

Section 16. Defense and Indemnification

Except for the sole negligence of the City and to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and any of the City's applicable subsidiaries, from any and all claims demands, losses, and liabilities to or by any third party, including, but not limited to costs, attorney's fees, expenses and claims for any damages, contributions, or indemnification arising from, resulting from, or connected with contract services or supplies provided by, or performed under this contract by the Contractor, its agents, sub-contractors, suppliers, and employees, even though such claims may prove to be false, groundless, or fraudulent. The indemnification obligation under this contract shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party, or any employee under any worker's compensation act, disability benefit act, or other employee benefit act. Entitlement to recovery of costs, attorney fees and expenses under the indemnification obligation shall include all fees, costs, and expenses incurred in good faith by the City.

Section 17. Insurance

Contractor must be able to show proof of and maintain the following insurance coverages and adhere to the requirements contained in this section.

1. General Liability: \$1,000,000 per occurrence;
2. Worker's Compensation (statutory) Employer's Liability: \$1,000,000.

The City of Bethel shall be named as an additional insured on a primary/non-contributory basis under each policy required to be maintained. Such additional insured endorsement shall also include a Waiver of Subrogation.

Section 18. Causes Beyond Control

In the event the Contractor is prevented by a cause or causes beyond control of the Contractor from performing any obligation of this Agreement, non-performance resulting from such cause or causes shall not be deemed to be a breach of this Agreement which will render the Contractor liable for damages or give rights to the cancellation of the Agreement for cause. However, if and when such cause or causes cease to prevent performance, Contractor shall exercise all reasonable diligence to resume and complete performance of the obligation with the least possible delay. The phrase "cause or causes beyond control," as used in this section, means any one or more of the following causes which are not attributable to the fault or negligence of the Contractor and which prevent the performance of the Contractor: fire, explosions, acts of God, war, orders or law of duly constituted public authorities, and other major uncontrollable and unavoidable events, all of the foregoing which must actually prevent the

Contractor from performing the terms of the Contractor as set forth herein. Events which are peculiar to the Contractor and would not prevent another Contractor from performing, including, but not limited to financial difficulties, are not causes beyond the control of the Contractor. The City has sole discretion to determine whether the event preventing the Contractor from performing is a cause beyond the Contractor's control.

Section 19. Jurisdiction and Choice of Law

The law of the State of Alaska shall govern the rights and obligations of the parties.

Any civil action arising from this Agreement shall be brought in the superior court for the State of Alaska, Fourth Judicial District at Bethel.

Section 20. Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the earlier of the date of substantial completion of services or the date of termination of the Agreement.

Section 21. Interpretation and Enforcement

This Agreement is being executed by the parties following negotiations between them. It shall be construed according to the fair intent of the language as a whole, and not for or against any party.

Section 22. Audit Rights and Records Retention

The City reserves the right at its own expense to conduct an annual audit relating to the actions performed on behalf of the City by an external expert and/or industry professional at any time for any reason. For all services being provided hereunder, City shall have the right to inspect, examine, audit, and make copies of any and all books, accounts and invoices, records and other writing relating to the performance of the Services. Contractor must make the materials to be reviewed available within one (1) week of the City requesting them. Contractor shall retain copies of all records submitted by or on behalf of the City for a minimum of three (3) years.

Section 23. City Not Responsible for Expenses

City shall not be liable to Contractor for any expenses paid or incurred by Contractor, unless otherwise agreed to in writing.

Section 24. Severability

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

Section 25. Understanding

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

Section 26. Notices

Any notice required pertaining to the subject matter of this Agreement shall be delivered or mailed by both email and prepaid first class, registered, or certified mail to the following addresses:

FOR CITY

City of Bethel

Attn: City Manager

PO Box 1388

Bethel, AK 99559

citymanager@cityofbethel.net

FOR CONTRACTOR:

Section 27. Non-Waiver

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute the waiver of the provisions, or in any way affect the validity of this Agreement or any part thereof, or the right of the City thereafter to enforce each and every protection thereof.

Section 28. Non-Exclusive Agreement

Contractor acknowledges that the City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement, or may have its own employees perform services similar to those services contemplated by this Agreement.

Section 29. Integration

This Agreement and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties. To the extent they are not inconsistent with the terms of this Agreement; the following documents are incorporated by reference into this Agreement as if fully set forth herein.

Section 30. Titles, Headings, and Subheadings

The titles, headings, and subheadings in this Agreement are not to be construed as limitations, definitions, or obligations and are to be used for identification purposes only.

Section 31. Counterparts

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 32. Authorized Signatories

The signatories to this Agreement represent that they are fully authorized to enter into this Agreement on behalf of the respective parties.

CITY OF BETHEL

CONTRACTOR

Lori Strickler

City Manager

CITY OF BETHEL

City Manager's Report March 11-18, 2026



In Memoriam

We were saddened to learn of the passing of former City employee Colin Atti, who previously worked as the Administrative Assistant for Public Works. Colin was known for his kindness and willingness to help others and will be remembered fondly by those who worked with him.

Community Engagement and Partnerships

City staff continued several efforts to support residents and strengthen partnerships across the region.

Halong Support

The City Team delivered Easter bags filled with candy and gift cards to families with children who were impacted by the Halong storm. The bags and gift cards were generously donated by the Women's Auxiliary and helped bring some joy to families who continue to recover from the storm.

The Bethel Community Services Foundation recently closed its grant program supporting individuals impacted by the Halong storm. The City Manager and Admin Assistant assisted with the review of applications to ensure that applicants meet eligibility requirements.

Alaska Municipal League Meetings

The City Clerk and City Manager participated in an all-day roundtable hosted by the Alaska Municipal League. The discussion focused on shared municipal service opportunities, including asset management programs and potential grant opportunities for electric vehicle charging infrastructure. The meeting provided a valuable opportunity to connect with other community leaders from across Alaska and discuss common operational challenges and potential solutions.

Housing Coalition

The City Manager participated in the Housing Coalition. This was the first meeting a city representative had participated in so the primary focus was to listen and learn. The group shared several data points and reports related to the recent Point-in-Time housing count.

City Operations

Police Department

The Police Department experienced internet outage beginning March 31. By April 2, the department also lost access to their network drives. Dispatch staff temporarily returned to manual logging of calls during the outage. IT identified the likely cause as a Siklu antenna that needs to be re-aimed.

IT Contractors arrived on Saturday and are expected to be working through the 8th to ensure the adjustments resolve the issue. This interruption has brought up a number of operational adjustments to not only the network but departmental, that we will be working to ensure redundancy in systems for our first responders.



City Manager Strickler, with two youth, Moose and Sparky at Cama'i. Someone should tell Strickler to open her eyes during picture time.

The Police and Fire Departments maintained a visible presence at this year's Cama'i Dance Festival. Members of the public safety team staffed a table at the event and welcomed the crowd on Saturday evening. Moose and Sparky were also making the rounds and were a big hit with attendees. Thank you to the many volunteers and Cama'i Dance Festival coordinators who helped make this year's festival another enjoyable and meaningful event for our community.

The Police Department is also working hard to organize a Rural Communities Law Enforcement Conference in Bethel. It is scheduled for June 1-4.

Insurance

Staff also continue working on preparations for the City's 2026 insurance renewal. The Finance Director and City manager been reviewing City property records, equipment inventories, and vehicle lists to ensure our documentation is accurate. This process also requires site inspections of each City facility.

Finance and Budget

The City's FY24 audit has been completed. The document is currently undergoing a final review at the auditors' office before being released. This is an important milestone for the City as we work to return to a normal audit schedule. The Finance Department deserves significant recognition for their efforts during this process. Over the past year and a half, the team will have worked through three separate audits, which has placed a substantial workload on the department.

Looking ahead, the auditors have already scheduled work for the FY25 audit. Preliminary testing is planned for the week of July 13, 2026, with final fieldwork scheduled for the week of August 3, 2026.

Council members received the proposed budget on the 1st. Staff are currently preparing a budget summary that will outline key changes, additional operational needs, and any proposed personnel adjustments. That summary is expected to be distributed soon.

Human Resources and Administration

Human Resources Director was in Bethel this week and met with a number of City employees during the visit. There were two "Lunch with Laura" sessions where she reviewed employee benefits and available resources. Based on the positive feedback from staff, we will begin holding a mandatory "Lunch with Laura" orientation every two months for new hires so that employees understand the benefits and resources available to them.

We distributed the City's annual financial interest disclosure and conflict-of-interest forms to employees, along with vehicle use forms and eligibility confirmations for employees who operate City vehicles.

HR released the updated City employee handbook: <https://online.flippingbook.com/link/219879/>

Administration held a final internal meeting with department heads to review negotiation priorities and ensure operational concerns are reflected in the City's bargaining strategy. The Administrative negotiation team met with the Union negotiation team on April 1. Finance put together financial and payroll data to support the City's negotiation planning and analysis.

Job Fair- City staff also participated in a community job fair this week with representation from Administration and Public Safety. The event provided an opportunity to promote employment opportunities within the City and connect with potential applicants.



Water and Sewer Operations

Piped Utility/Water Treatment Plants-

Frozen Lines- City crews identified a frozen sewer line running from the FAA area to the QFC lift station along the state highway. The issue was likely caused by a power outage that blew a fuse within the electrical panel controlling the heat tape system. The heat tape has since been repaired, and the line is slowly thawing.

Housing Water Line Leaks- Each winter the Housing Subdivision experiences a number of water line leaks. This is typical for the metal piped system used in that subdivision, which is supported on pilings and differs from the system used in the City Subdivision. Housing's water and sewer infrastructure operates as a gravity-fed system, meaning both the service lines and main lines must maintain a specific pitch to allow for proper flow. Because the system is built on pilings and the underlying permafrost is constantly shifting, the pilings that support the lines can also shift over time. While the City Subdivision system has some flexibility due to the type of piping used there, the Housing system relies on metal pipes that do not have the same flexibility. As a result, when movement occurs in the pilings, pressure can develop at pipe seams, which may lead to leaks. Some leaks can be repaired during the winter months; however, others cannot be safely repaired when there is significant flow in the system. In those cases, repairs must wait until temperatures warm enough to reduce the risk of the lines freezing during the repair process or if delays occur during the work.

Water Treatment Plants- Following the recent water treatment plant event, staff have also been reviewing plant security and monitoring systems. We discovered that cameras previously believed to be broken were simply not fully connected to the monitoring system. The City received a quote to reconnect the cameras and establish a SCADA monitoring system that will allow operators at the Bethel Heights plant to monitor operations at the City Subdivision plant. The work is estimated to cost approximately \$15,000 and should be completed within the next month.

Following onsite contractor support, both the Bethel Heights and City Subdivision Water Treatment Plants are now producing water in automatic mode overnight, which has significantly reduced operational pressures at the facilities. The City recently hired a new Water Treatment Plant Operator, and two members of the piped utility maintenance team are currently working alongside the operators to build additional training and operational knowledge within each plant.

These operational improvements have already helped streamline staffing at the facilities. For the past several weeks, both plants have been successfully operated by a three-person team with little to no overtime. This represents a significant improvement compared to prior periods when staff were working extremely long hours without regular days off.

Streets and Roads

The Streets and Roads division is currently operating with limited staffing. Despite these challenges, the team has been working to move snow away from roadways when time allows in preparation for spring breakup. They are also clearing ditch lines to help promote better movement during the spring thaw.

Technology and IT Projects

City staff met with our IT contractor this week to review several grant-funded technology projects. These projects include an \$81,000 security system upgrade for the Police Department that will install cameras and key-card access control. Approximately \$11,000 in camera equipment will be purchased immediately to ensure the City meets the deadline requirements of the JAG grant.

The City also received \$100,000 to support development of a computer lab at the YK Fitness Center. The contractor is currently developing a design and implementation plan for the project.

As mentioned under the Police Department Summary, there was an emergent response needed by the IT team to travel onsite and readjust the Siklu antenna. There were a number of IT engineers and team members working throughout the Easter weekend trying to solve the issues at the PD. There is a budget amendment in front of the Council for the April 14th meeting to account for the expected emergency response, during a holiday weekend.

Infrastructure and Capital Projects

Avenues Piped Extension - The Team continues to focus on water and sewer capital improvement projects. The deadline for submitting water and sewer capital improvement requests is approaching at the end of April. Staff met to review project priorities and have decided to

continue pursuing funding to extend piped water and sewer infrastructure into the Avenues area. The City will be requesting approximately \$23 million in construction funding, which could potentially connect up to 33 homes to piped utilities depending on final construction costs.

Bethel Heights Water Treatment Plant - Following inspections by two contractors, the Preliminary Engineering Report for the Bethel Heights Water Treatment Plant is now shifting from structural repair considerations toward full replacement of the facility. Replacing a water treatment plant is a long process that requires years of planning, design, permitting, and construction. Staff are working now to position the City to pursue future funding opportunities for this critical infrastructure need.

YK Fitness Center Expansion-construction continues to progress. There were three trusses that were damaged during shipping. Two are being repaired by manufacturers and the other will be repaired onsite. The steel team will be off site until April 23rd as they wait for additional materials.





City of Bethel
Finance Department
Manager's Report for March 2026

Date: 4/6/2026

To: Lori Strickler, City Manager

From: Nella Poquette, Finance Director

Subject: March Finance Management Report

March 2026 was a high- productivity for the finance department. The finance director has met with all the department heads in person to discuss their operations and their fiscal year 2027 budget requests. This collaborative effort across all departments supported the development and presentation of a balanced FY27 budget to the council, including a comprehensive and conservative projection across all funds. During the finance director's first month, it was a priority to assess the City's financial health and initiate a multi- year financial planning with the City Manager's office including long- term capital project plan. During the finance director's two-week in-person visit, most city-run facilities were visited together with the Public Works Director to provide additional information in assessing the building structures and how it may impact future operational and financial needs of the city. The finance director has also assumed representation with the Alaska Remote Seller to help assist in addressing and assessing the city's needs in sales tax collections.

The department is also working on several internal process improvements, including enhanced grant tracking to help support annual audit readiness, current development of training initiatives for administrative staffs, additions of excel add- ins to help with data accuracy and timeliness. The department is also working on code updates in relation to "blue tag" to help improve efficiency, and public input is also scheduled. The department is nearing the close of the Fiscal Year 2024 audit and will soon be engaging in Fiscal Year 2025 audit. These efforts are part of the initiative to bring the City into full compliance with annual audit and financial reporting requirements. Lastly, the department has continuously cross-train internal finance department staff across each other's duties to ensure operational resilience.

Current Events within the Finance Department

Finance Committee

The Finance Committee Did not have a quorum

MEMORANDUM

DATE: April 5, 2026

TO: Lori Strickler, Acting City Manager

FROM: John Sargent, Grant Manager

SUBJECT: Grant Manager's Report for April 14, 2026 Bethel City Council Meeting



Grant Awards

SRF Water and Sewer Haul System Assessment

The city was awarded \$75,000 in loan forgiveness for the assessment of the water and sewer haul system. The routes, fuel use, vehicle use, labor movement, and other factors affecting program function will be assessed for efficiency and cost savings.

Safety Grant

The Alaska Public Risk Alliance awarded the city \$3,000 to purchase life rescue rings for the pool, and slip-resistant floor mats for the fitness center and Bethel Height Water Treatment Plant.

Grant Applications Submitted

Village Safe Water, Capital Improvement Plan-Planning Application

I prepared and submitted a VSW CIP Planning project to request \$45,000 to pay for the development of a technical memorandum for the city's water and wastewater utility facility. The facility would have multiple garage bays and doors to keep water haul trucks separate from sewer haul trucks. If funded, this project will allow the city to use the memo to pursue design and construction funding.

CSP Grant Application

I prepared and submitted a grant to the State Department of Health to fund the Community Service Patrol program for another year. The reduction in grant budget to \$242,311 means the program can only afford to hire two CSPs.

Grant Applications in Preparation

Justice Assistance Grant FY 25

The Bethel Police Department will use this year's allocation of \$12,429 for law enforcement purposes. The performance period begins October 1, 2026.

SRF Questionnaires

The city will complete State Revolving Fund loan questionnaires for these water and sewer system projects:

1. Security cameras and card entry systems at both water treatment plants.
2. New control panels for 175 lift stations in City Subdivision.

Public Assistance

I have weekly meetings with FEMA employees to discuss funding requests by the city related to the Typhoon Halong disaster. The city has three projects that meet the minimum \$4,000 threshold:

1. Use of transit vehicle to shuttle evacuees and other around town.
2. Use of F250 pickup truck by the Department of Homeland Security.
3. Use of Streets and Roads Shop as a warehouse.

EPA Grant for Removal of Derelict Vessels

The City decided to step back and re-evaluate the program and what it will take to remove one or more barges from Steamboat Slough. The city is gathering information to prepare a new budget that includes a project manager.

Transportation Alternatives Program

This grant is now open year-round for submissions. I will prepare an application for the trail project selected by the City Manager.

Current Grants

See list on the following pages.

City of Bethel Current Grants - April 2026

#	Grant	Amount	Expiration
1	Coronavirus Capital Project (CCP) Fund	\$ 9,000,000	12/31/2026
	UIC is engaged in full-time construction of new gymnasium.		
2	Denali Commission Grant	\$ 500,000	9/30/2026
	Design and construction of Bethel Multiuse Community Center (gym, computer facilities). City charged \$317,757 to the grant and plans to close it with the next charge.		
3	CSP - DHSS FY 2025	\$ 242,311	6/30/2026
	Grant Manager is preparing FY 27 CSP grant application. State kept grant amount at \$242,311.		
4	Designated Legislative Grant > Dust Control	\$ 1,200,000	6/30/2029
	City will make more purchases with funding from this grant during summer 2026.		
5	VSW Capital Improvement Project Grant	\$ 23,860,000	6/30/2027
	The City was awarded \$10,000,000 in additional funds to cover upcoming expenses. The City signed the grant agreement. DOWL has nearly all the easements needed for Phase 2 of the project.		
6	Last Frontier Housing Initiative	\$ 5,000,000	12/31/2026
	Kuqo Construction is finishing up sthe professional housing units they are constructing in City Center. Kuqo Construction billed the grant 2,625,000 thus far out of the \$3,000,000 in project funds available.		
7	State Homeland Security Program Grant - SFY 25	\$ 9,000	9/30/2026
	This grant will cover the cost of paying a trainer to come to Bethel to teach ICS-300, an Incident Command System course for first responders and municipal administrators who may play a role in a major emergency situation.		
8	Safe Streets 4 All Grant	\$ 52,800	11/8/2026
	DOWL Planning Team currently doing research and gathering statistics for Bethel. One meeting was held with city administrators.		
9	Justice Assistance Grant (JAG)	\$ 11,116	3/31/2026
	The City spent the grant funds on video cameras to be installed at Police Station.		
10	Energy Efficiency and Conservation Block Grant (EEBG)	\$ 75,220	9/30/2026
	UIC is responsible purchasing and installing solar panels on roof of fitness center.		
11	Rasmuson Foundation Grant	\$ 250,000	1/31/2026
	This grant will cover part of the cost of constructing a new animal shelter in Bethel, once construction initiated. City received a grant extension to December 31, 2026.		

12	Community Transit Operating Grant	\$ 184,131	6/30/2025
Transit Manager Evon Fox manages the daily operation of the transit system, handles all purchases, and completes monthly billing summaries and quarterly reports. FY 26 grant began July 1, 2025 and will run until June 30, 2026.			
13	QFC#2 Lift Station Improvements - SRF Loan /100% forgiven	\$ 1,072,500	TBD
City hired Alaska Diversified Contractors to complete the project.			
14	Bethel Heights Water Treatment Plant Automation - SRF Loan	\$ 1,418,000	TBD
100% forgiven. DOWL working on project.			
15	City Subdivision Water Treatment Plant Automation - SRF Loan	\$ 1,369,000	TBD
100% forgiven. DOWL working on project.			
16	Purchase of One Sewer Haul Truck - SRF loan /100% forgiven	\$ 315,009	TBD
Truck ordered from Sourcwell contract for less money than loan amount.			
17	Storm Disaster Relief - Alaska Community Foundation	\$ 200,000	NA
The foundation gave the City a check for \$200,000 to be used for general response and recovery from storm, including the lost revenue from allowing households with evacuees to not pay for water and sewer services.			
18	Safety Grant	\$ 3,000	6/30/2027
Purchase life rings for pool and anti-slip mats for fitness center and treatment plant.			

Total \$ 44,762,087



CITY OF BETHEL

Post Office Box 1388

Bethel, Alaska 99559

Phone: 907- 543- 2047

TO: City Manager

FROM: Human Resources

SUBJECT: Monthly Manager Report

DATE: April 1, 2026

The following identifies significant projects that were in addition to general personnel action-based activities during the month (hiring, terminations, benefits review, employee support, etc):

Employee Training

HR Topics: Annual training on Harassment Prevention, Workplace Bullying and Violence continues. HR is also looking into additional topics such as supervisory skills and understanding FMLA and Workers Compensation leave.

Safety Training

HR's "Safety First!" emails have thus far included "Workplace Stress" and "Avoid Winter Slip Ups". Emails are sent on a biweekly basis to every employee through their city email.

Periodic HR Information Sessions

"Tuesday Talks" – Teams-based training to cover areas such as benefits, City processes, the CBA, the Employee Handbook and other policies is still in process. HR is looking at adding a mandatory component for new hires to address some common questions on a routine basis that would also be open to all employees.

Policy Update

The revised Employee Handbook is live in an electronic format, accessible from the internet to anyone with the dedicated link.

Classification and Compensation

The Compensation Study is continuing, with the contractor beginning work on revised Job Descriptions for all City positions. The preliminary report in March highlighted several areas and positions that needed additional review and the contractor is working on their updates.

Workplace Safety, Injuries and OSHA Notifications

No new workplace injuries were reported during the month. One employee remains on extended injury leave and two employee claims were denied by the insurance carrier. Three employees were on approved medical leave under Family Medical Leave (FMLA)/Alaska Family Leave (AFLA).

Recruitment and Hiring

Recruiting qualified candidates continues to be a challenge. While the City receives numerous applications, often the candidates do not meet the minimum qualifications for the position to which they apply.

The average and median retention values reflect our current employees. Based on our NeoGov onboarding statistics, all four of the permanent hires separated during the first quarter or 2026 had been hired in December and worked an average of 1.5 months. Three were involuntary terminations.

Position Update * Indicates temp hire ** indicates app shared between multiple departments

Department	Budgeted FTEs FY26	Apps Received		Change		Vacancies	Average/ Median Retention (Years)
		March 26	Still in Review (aged less than 60 days)	Hired (Pending)	Separated (Promoted)		
Administration	4.25					0	5.23/2.04
Attorney	1					0	6.04
City Clerk	1.5	8	8			1	9.21
Finance	9	4	5	1		2	0.99/0.84
Parks and Rec	4 FT, 2 PT					1 FT, 2 PT	0.83/0.67
Planning	2					0	6.52
Port and Harbor	3					0	6.24/8.92
Public Safety							
<i>Admin</i>	5					0	.74/.79
<i>Dispatch</i>	6	1	0		1	1	6.07/1.53
<i>Fire</i>	10	3	4	1		0	3.07/2.31
<i>Non-Sworn Patrol</i>	4	2	3			1	2.24/1.54
<i>Police Officers</i>	18	3	9		3	8	2.72/1.58
Public Works							
<i>Admin</i>	2					0	9.03
<i>Hauled Services</i>	19	1	2*	1*	1*	14	10.41/9.33
<i>Shared Driver</i>	1					1	
<i>Refuse/Landfill</i>	3					0	11.07/5.14
<i>Streets/Roads</i>	5	3	1			1	6.08/6.16
<i>Prop Maintenance</i>	5	2	2			2	7.09/3.76
<i>Util Maint/Water</i>	9	3	1	(1)		1	7.98/.89
<i>Vehicles & Equip</i>	7	1	1			3	5.34/4.93
<i>Transit</i>	2.5					0	3.77/4.88
Total FTE	122.25	31				38	4.85/1.84
Non-Permanent Hourly		9		(1)			
Unknown Job/Disqualified		13					



City of Bethel

April 1, 2026

FROM: Planning Director

TO: Lori Strickler, City Manager

SUBJ: Planning Director's March 2026 Report

March 2026 Events

- **Planning Commission:** Two (2) members were excused from the meeting. A brief discussion of nuisance properties was conducted.
- **YK Fitness Center Gym Expansion:** Steel work going vertical.
- **Database Tracking Table:** 2026

2025		Received this Month	Total Received for Year	Total Approved for Year
41	Residential Site Plan Permits	0	0	0
12	Commercial Site Plan Permits	2	2	1
2	Conditional Use Permits	0	0	0
0	Variances	0	0	0
1	Zoning Amendments	0	0	0
4	Plats	0	1 Replat	1 Replat Recorded

Summary Statement: Traditional planning activities and tasks are starting to increase as we move toward Spring.

- **Abandoned and/or Junk Vehicles:** Two (2) junk vehicles on Ptarmigan were tagged and subsequently removed, one (1) to the landfill and one (1) back to the owner.
- **Vacancies:** Fully staffed.

Other Events:

1. **BNC Condominium Project:** No update on CUP preparation.

2. **DOT:** Virtually attended group discussion and completed survey for Community Connectivity & Frontier Access Roads Long-Range Transportation Plan.

Large Projects:

1. **Ptarmigan Street Encroachments:**
 - a. Rehabilitation of Ptarmigan – no updates
 - b. Piped Water & Sewer Extension – All owners receiving this upgrade have been notified.
2. **Ptarmigan Street Culvert Replacement:** Currently on hold until snow and ice recedes.
3. **City of Bethel Professional Housing Project:** Interior work continues. No photos available for March.
4. **Hazard Mitigation Plan:** Out for review by stakeholders.
5. **Map Highlighting All City-Owned Properties:** Steady progress in creating this initial map.
6. **Nuisance Abatement:** Two (2) new properties added to Unknown Owners list, 30 6th Avenue and 1010 2nd Avenue. Public Notices were prepared to post on each property, but snow and ice buildup prevented approach to buildings. The updated Unknown Owners list was sent to the Delta Discovery for posting during the month of April 2026. Final nuisance abatement letters have been sent by certified mail to the owners of 1119 Naun Raq, 410 Owl Street, and 455 Ridgecrest. A nuisance property located at 156 Cranberry that was verbally conveyed to Planning by a citizen residing on that street is a property already being dealt with by BPD. The Assistant Public Safety Director met with the individual concerned and provided an update.

PORT OF BETHEL

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



To: Lori Strickler, City Manager
From: Edward Flores, Port Director
Subject: March 2026 Managers Report

- **Small Boat Harbor**

With the Small Boat Harbor being closed. There has been little to no activity in the harbor. In March, we didn't have to move much snow this last month, we are down to just one vehicle: other than that, Napaimute Ent. Is utilizing part of the parking lot for heavy equipment to maintain the ice road. we had planned to demobilize the old floats, unfortunately we were not able to complete this task. We will continue to work on this task in the month of April. We will also will start on working up new anchor lines to connect to the new floats. As well as buoy lines. And everything else that we will need to start up the summer on the right foot.

- **City Dock/Beach 1/Petro Port**

City Dock and Beach 1 have been quiet as of late. We currently have 2 crews working on freight and boats this month. As well as contractors looking to pick up freight. We are still behind on the snow removal at the city dock. We believe this task is vital to having a dry, workable dock in the late spring and moving into the summer months. Originally, I had said we would be done by mid-February. We were not able to accomplish this task. Our staff, as well as many others in the City, were helping the Water and Sewer Department deliver services to the public. I expect us to be caught up on the dock snow removal by mid to late April. We will be lending our Sandshed to the Public Works Department to store sand for the roads this coming summer season so that way we will be spreading sand that is not frozen.

- **Port Office**

The port office is running well. We have no issues with building. Building Maintenance continues to do daily checks on the building, with no problems. The Port Commission did not meet last month due to a lack of a quorum. Our next meeting is scheduled for April 20, 2025, at 7 p.m. This month we will be discussing charge rates for the Port, as well as going over our calendar for the 2026 year. We encourage the public to attend if they would like to know more about the Port.

- **Admin / misc.**

We have taken some time to get the Port & SBH budget together. We have been working on storage a couple weeks early this last month, we should have it out by the end of the first week of April. We have reached out the the State of Alaska Division of

Natural Resources about the ADVs in Steamboat Slough. They have provided us with a list of vessels they are aware of, as well as research they have compiled over the last two decades. We have also reached out to the local tribal organizations to see if they have any files on the vessels. We are currently working on finding vendors and preliminary numbers on what it would cost to automate our front gate as well as to replace the warehouse on the City Dock.



CITY OF BETHEL
POLICE/FIRE
DEPARTMENT OF PUBLIC SAFETY

MONTHLY REPORT
March 2026

POLICE

Personnel:

Current Staffing			
Position	Allocated	Staffed	Vacant
Community Safety Patrol	2	2	0
Community Service Officer	3	1	2
Administrative Assistant/Taxi Inspector	1	1	0
Dispatcher	6	5	1
Command Personnel	2	2	0
School Resource Officer	1	0	1
Peace Officers	17	10	7
Support Services Manager	1	1	0

Seven (7) Police Officer vacant positions, one (1) school resource officer, two (2) Community Service officers, and one (1) Dispatcher. There are three officers (3) in the background process for hiring.

Operations:

	February 2026	March 2026	Difference	Year to Date
Calls	863	1059	+196	2828
Assault	20	34	+14	77
Intoxicated Pedestrian Calls	125	168	+43	417
Driving Under Influence Calls	13	15	+2	44
Domestic Violence Calls	14	13	-1	40
Animal Calls	47	39	-8	122
Animal Bite Reports	0	0		0
Sexual Crime Reports	3	6	+3	14
Death Investigation Reports	0	1	+1	5
Traffic Accidents	14	22	+8	38

Bethel Police Department | P.O. Box 809 | 157 Salmonberry Rd. | Bethel, Alaska 99559
 Telephone 907-543-3781 | Fax 907-543-5086 | www.cityofbethel.org

Assignments:

Katherine Revard hired as the Bethel Deputy Fire Chief

Community Outreach:

Bethel Region Law Enforcement/Prosecutor monthly meeting

ONC wellness Conference Update meeting

YKHC Career Fair

Saturday Market

Covenant Church security review meeting

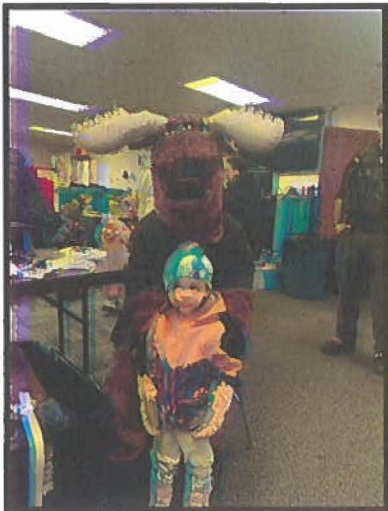
HIDTA monthly executive meeting

Alaska Chief's of Police Association Meeting

Job Fair at Culture Center

Camai meeting for safety walk through – Police and Fire

Camai welcome for festival and public safety community table



FIRE

March 2026

Personnel:

Current Staffing				
Position	Allocated	Staffed	Vacant	
Career Staffing	6	6	0	
Deputy Chief	1	1	0	
Lieutenant	4	4	0	
TOTAL	11	11		
Volunteers	38	38		

Deputy Chief Katherine Revard assumed command of the Bethel Fire Department effective March 2, 2026

Operations:

	February 2026	March 2026	Difference	Year to Date
Calls	88	177	+89	459
Fire Calls	9	22	+13	64
EMS Calls	73	155	+82	353
Miscellaneous Calls	25			25
Sobering Center Calls	2	10	+8	22
Winter House Calls	5	12	+7	53

Most fire calls were lockouts, both car and residences. There were several fire alarm calls that were responded to, as well as frozen pipe issues.

Notable Fire Calls

On 3/19/2026 at 11:30 PM, Firefighters responded to the report of a residential structure fire. Firefighters observed smoke upon arrival. Firefighters were able to extinguish the flames inside the structure. No injuries were reported. Engine 5 returned to service.

Notable EMS Calls

On 03/05/2026 at 10:46 PM, Medics responded to the report of a drug overdose. Bethel PD administered 4mg Narcan prior to EMS arrival. The patient was assessed and transported to the hospital.

On 03/07/2026 at 04:15 PM, Medics responded to the report of two possible deceased persons. The patients were found to be intoxicated. They were assessed and transported to the hospital.

On 03/13/2026 at 08:14 AM, Medics responded to the report of Traumatic Injury due to pedestrian vehicle collision. The patient was assessed and transported to the hospital.

On 03/20/2026 at 4:27 PM, Medics responded to the report of an ATV accident with a vehicle on the ice road. 2 people were ejected off the ATV who were not wearing any safety gear. The patients were assessed, treated, and transported to the hospital.

On 03/25/2026 at 04:07 AM, Medics responded to a patient with a reported gunshot injury. This was a Bethel Police officer involved shooting incident under investigation by AST. The patient was assessed and transported to the hospital.

On 03/28/2026 at 4:01 PM, Medics responded to a report of a person struck by an ATV. The patient was assessed and transported to the hospital.

Training

Career staff and several volunteers are enrolled in advanced EMT training class each Monday and Thursday from 5 PM until 9 PM. The training is free, with training to be completed in April.

COB Animal Shelter

March 2026

Animal Calls Type	February	March	YTD TOTAL
Stray Animals	11	39	47
Aggressive Animals	1 fox (Rabies), 1 moose	1 fox (Rabies), 3 moose	7
Dog Bites	0	3	3
Animal Cruelty/Neglect	0	1	1
Nuisance Complaints	1 moose	3 moose	4

Animal Intakes & Outcomes	February	March	TOTAL
Intake Dogs	20	8	43
Intake Cats	0		0
Returned to Owner	11	6	23
Adopted	1		1
Transferred to Rescue	8	8	25

Enforcement Compliance	February	March	TOTAL
Warnings	1	4	5
Citations	4		4



William Arnold, Public Works Director
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MEMORANDUM

DATE: 03.31.2026

TO: City Manager

FROM: Bill Arnold, Public Works Director

SUBJECT: Manager's Report – Public Works Department

Programs/Divisions

Hauled Utilities: Personnel issues continue to be an issue. With a total of 17 driver positions I will start next month with 8 full-time drivers. Three of these drivers are Regular Full time Drivers. The other 5 are temporary personnel. June 30, 2026, we could possibly lose 3 more drivers. May 1, 2026 – May 2026, one driver will be on PTO. Another has submitted a PTO Request. Routes will be impacted. Tom from the port has been of great help. We may not have access to him in May one the River opens. Road Maintenance will be repairing roads and thawing Culverts daily and our understaffed. This will not be an available resource for a while. For the month of March, we will close the month it appears we will finish the month with all scheduled water and sewer routes completed. The month of April going forward will face significant challenges.

Utilities Maintenance: All Utilities Maintenance Technicians have their drivers license now. Glenn completed Small Water Treatment course. Many wastewater lines continue to require flushing. Both water plants are running with Billy Stewart helping monitor other team members. The team is developing a plan to conduct copper and lead testing.

Property Maintenance:

0 of 2 Temporary positions filled

2 of 4 FTE positions filled

Pool: Replace control module on boiler 2. Replace glycol circulation pump upstairs. Work on broken shower handle women's. Work on leak at clean out in women's bathroom.

Chemical Storage Building: Boiler 1 off. Reset boiler and restart.

Public Works Building: Replace cables on southside overhead door. Do required online training. Work on both steamers and replace faulty parts. Test steamers to ensure they are ready for thaw out.

City Hall: Work on frozen sewer lines. Apply salt to ice around building. Repaired water lines

and sink HR office. Repair toilet finance.

Fire Department: Replace pump on day tank. Complete glycol pickup line.

Bethel Heights Water Plant: Check pump on boiler 1. Prime both boilers and restart.

Courthouse Building: Work on toilet women's bathroom. Plum door DA's office. Replace toilet women's bathroom. Clear snow from landing.

Transit Building: Work on day tank. Install new filter canister type to prevent air getting into lines preventing fuel flow.

Port Office: Check frozen sewer tank.

Highway Lift Station: Replace glycol circulation pump'

Road Maintenance: Road maintenance as usual nothing out of the ordinary.

Vehicles and Equipment: servicing fixing and repairing city vehicles and equipment as needed.

Landfill & Hauled Refuse: As of the 25th of March, Hauled refuse has brought 66 loads of trash to the landfill, Misc other city vehicles have brought 9 loads of trash to the landfill, private citizens have brought 63 loads of trash to the landfill, and commercial accounts have brought 558 cubic yards of trash to the landfill. The landfill has received 50 refrigerators to drain the freon from before we dispose of them. Mark attended some webinar training with DEC in February and March.

City of Bethel, Alaska

City Clerk's Office

Upcoming Regular Meetings

April 14, 2026 Regular City Council Meeting 6:30 pm

April 28, 2026 Regular City Council Meeting 6:30 pm

May 12, 2026 Regular City Council Meeting 6:30 pm

May 26, 2026 Regular City Council Meeting 6:30 pm

City Clerk's Office

- Coordinating online training for the Department Head staff to edit and manage the Department's Webpages.
- Reminder: the deadline for the City Council, City Manager and Planning Commission Members to return the Financial Disclosure form to the City Clerk's Office is April 15th if you haven't done so already.
- Attended the Alaska Municipal League (AML) Round Table Discussion with the City Manager. AML touched upon the services that they offer to Municipalities and wanted to learn about community priorities/projects in our area which would make our communities more resilient against threats and emergencies and the barriers preventing those projects.
- Coordinating Alaska Municipal League Board Member Travel for Council Member Springer.
- Trained the Ex-Officio for the Public Works Department.
- The City Clerk was on PTO March 31 and April 8th.
- Reviewed the City Clerk's budget with Finance Director to finalize the office budget for the City Manager's Proposed Budget.

Task	Period Total	YTD Total
Passport Appointments	7	28
Burial Permits/Reservations	4	16
Notary Services	2	12
Meeting Minutes Drafted	1	6
Resolutions Drafted	-	-
Ordinances Drafted	-	-
AM/IM/Proclamation Drafted	2	5

Committee/Commission Vacancies	Regular	Alternate
Community Parks and Recreation Committee	full	2
Planning Commission	full	1
Port Commission	1	2
Public Safety and Transportation Commission	1	2
Community Action Grant Technical Review Board	2	2
Public Works Committee	3	2
Finance Committee	1	2
Ethics Board	4	1