

PORT & HARBOR ADVISORY COMMISSION



Wednesday
MAY 24, 2017
Regular Meeting 6:00 P.M.

City Hall Cowles Council Chambers
491 E. Pioneer Avenue Homer, Alaska 99603

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**NOTICE OF MEETING
REGULAR MEETING AGENDA**

1. CALL TO ORDER

2. APPROVAL OF THE AGENDA

3. PUBLIC COMMENT REGARDING ITEMS ON THE AGENDA

4. RECONSIDERATION

5. APPROVAL OF MINUTES

- a. Meeting Minutes for the April 26, 2017 regular meeting **Page 5**

6. VISITORS/PRESENTATIONS

7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS

- A. Port and Harbor Director's Report for May 2017 **Page 9**

8. PUBLIC HEARING

9. PENDING BUSINESS

A. Homer Port & Harbor Tariff Revision

- I. Memo to Port & Harbor Advisory Commission from Port Director **Page 13**
Re: Current Revisions to New Tariff Draft dated May 17, 2017

- II. REVISED (as of May 17, 2017) Terminal Tariff No. 1 **Page 15**

10. NEW BUSINESS

A. South-Trestle Fish Pump RFP Review

- I. Memo to Port & Harbor Advisory Commission from Port Director Re: Fish Pump RFP for South Trestle dated May 16, 2017 **Page 65**
II. Original Fish Pump RFP **Page 67**

B. Concrete Pad Uses *(for discussion only)*

- C. Ramp 2 Restrooms **Page 97**
I. Handout – Request for Public Comment for Ramp 2 Restroom Upgrade

11. INFORMATIONAL ITEMS

- A. Port & Harbor Monthly Statistical Report for April 2017 **Page 99**
B. Water/Sewer Bills Report for April 2017 **Page 100**
C. Crane and Ice Report **Page 101**
D. Deep Water Dock Report **Page 102**
E. Pioneer Dock Report **Page 103**
F. Dock Water Report **Page 104**
G. Memo to Port & Harbor Advisory Commission from Port Director Re: 43rd Annual PCC Conference Report dated April 20, 2017 **Page 105**
i. Pacific Coast Congress 43rd Annual Conference Agenda April 11 – 14, 2017
ii. Crescent City, OR Harbor Photos

12. COMMENTS OF THE AUDIENCE

13. COMMENTS OF THE CITY STAFF

14. COMMENTS OF THE COUNCILMEMBER *(If one is assigned)*

15. COMMENTS OF THE CHAIR

16. COMMENTS OF THE COMMISSION

17. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR WEDNESDAY, JUNE 28, 2017 at 6:00 p.m. in the City Hall Cowles Council Chambers located at 491 E. Pioneer Ave, Homer, Alaska

Session 17-05 a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Ulmer at 5:00 p.m. on April 26, 2017 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: COMMISSIONER CARROLL, HARTLEY, STOCKBURGER, ULMER, ZEISET, ZIMMERMAN

ABSENT: DONICH

STAFF: PORT DIRECTOR/HARBORMASTER HAWKINS
DEPUTY CITY CLERK JACOBSEN

APPROVAL OF THE AGENDA

CARROLL/HARTLEY MOVED TO APPROVE THE AGENDA.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

RECONSIDERATION

APPROVAL OF MINUTES

A. March 22, 2017 Regular Meeting Minutes

CARROLL/HARTLEY MOVED TO APPROVE THE MINUTES.

There was no discussion.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS/ BOROUGH REPORTS

A. Port and Harbor Director's Report for April 2017

Harbormaster Hawkins reviewed the staff report.

They talked about the Crescent City, California harbor whose photo was on the meeting packet cover. According to history, the harbor has had over 40, 4.0 measurable tsunamis. They were hit hard by the 2006 tsunami from Chile and as they were working on funding and how to rebuild when the 2011 tsunami from Japan hit. It's a commercial harbor and is vital to the area and the cover photo is of

their new tsunami resistant harbor. Harbormaster Hawkins said he'll have more information in the next meeting packet on this and the Pacific Coast Congress Annual Conference that he attended in San Francisco.

There was brief discussion regarding:

- A short term lease for an ice machine and a bait machine by ramp 4;
- The status of the Icicle fish pump and City Council's request to issue another RFP for a second fish pump;
- The small boat handling class he, the Deputy Harbormaster, and Port Maintenance Supervisor taught at the college;
- Crane training; and
- The vessel impound process.

PUBLIC HEARING

PENDING BUSINESS

- A. Homer Port & Harbor Advisory Commission from Port Director Re: Current Revision to New Tariff
- a. Memo to Port and Harbor Advisory Commission Re: Current Revision to Draft New Tariff dated April 19, 2017
 - b. Terminal Tariff No. 1 – April 18, 2017 Revision
 - c. Terminal Tariff No. 600 – Current

Harbormaster Hawkins briefly reviewed the memorandum in the packet.

The group discussed Rule 23- Fish Dock Rules and Regulations.

Commissioner Zimmerman asked what defines the use of the fish pier by common carriers in section 23.01. Harbormaster Hawkins explained the common carrier definition by the Federal Maritime Trades Commission, is a vessel that carries cargo or passengers between ports including foreign ports and United States. Commissioner Zimmerman pointed out that common carriers are also trucks that do LTL. Harbormaster Hawkins suggested they clarify by adding the word vessels.

They Commission discussed section 23.02. They acknowledged that loading and unloading fish and fish products is the primary use and takes priority, but several members questioned the priority of fishing gear versus other gear that a boat may need to load or unload at the cranes. Harbormaster Hawkins explained that vessels will call and ask if they can go to the dock to load or off load gear or supplies and emphasized the importance of communication with the Fish Dock staff and/or with the fish buyers on the dock by those vessels; that is generally the way it operates. It was noted that it is a fish dock and we need to make sure that's its main use, but we don't want to cut out other people using it. If uses other than fishing continue to grow, different options to handle those other uses will need to be considered.

Harbormaster Hawkins suggested amending 23.02 to read: The Fish Dock is to be used primarily for loading and unloading fish and fish products. All other uses are first come first served.

They discussed challenges of timing with a project that will take 15 minutes versus something that will take a few hours. Harbormaster Hawkins again emphasized the importance of vessel owners communicating with the Fish Dock and buyers. He will think about appropriate language to address the communication aspect for the next meeting.

Commissioner Zeiset commented regarding section 23.03, and suggested clarifying contractors being allowed on to the Fish Dock to work on boats. Harbormaster Hawkins explained they aren't trying to limit contractors with this section, it's directed at fish dock use for buying fish. He talked about vendor agreements for vendors providing service at the facilities. Having the vendor agreements on file and updated annually is a goal.

There was discussion to confirm that the new moorage rate structure will be included as soon as they can implement it at the harbor. Until then the annual moorage fee of \$44.88 per lineal foot is included in the tariff.

Commissioner Stockburger asked if the fees included in Rule 38 – Marine Repair Facility, include use of the chip pad. Harbormaster Hawkins said if someone put a boat there to work on it, he would apply those rates.

Discussion ensued about the availability of water and electricity at the chip pad, and the ability to use the area for wash down now that it's somewhat set up with the settling pond and filtering system. A problem is the water is at the entrance next to the harbor office and the sump is at the other end, but a tank and pressure washer could work. Harbormaster Hawkins said he isn't focusing any effort on using the chip pad, but if someone wanted to, it could be addressed, and that there isn't electricity.

The group did a little brain storming about having an opportunity to bring in some revenue to the harbor and allow people to clean boats. Harbormaster Hawkins shared his concern about competing with local businesses who provide that service. Commissioners shared that there are some restrictions for local businesses such as dealing with tides and location of their yards. They also talked about boat storage. The commission agreed they would like to have more discussion about using the chip pad at their next meeting.

They agreed to have the tariff on the next agenda. Harbormaster Hawkins encouraged the group to read the red highlighted area and be ready to discuss and make any recommendations on those items.

NEW BUSINESS

INFORMATIONAL ITEMS

- A. Port & Harbor Monthly Statistical Report
- B. Water/Sewer Bills Report
- C. Crane and Ice Report
- D. Deep Water Dock Report
- E. Pioneer Dock Report
- F. Dock Water Report
- G. Pacific Coast Congress 43rd Annual Conference Agenda April 11-14, 2017

H. Council Meeting Attendance

Harbormaster Hawkins commented briefly about the Pacific Coast Congress meeting and will have more information at the next meeting.

COMMENTS OF THE AUDIENCE

COMMENTS OF CITY STAFF

Deputy City Clerk Jacobsen said this may be her last meeting with the group and thanked them for the years working together. She said she'll see them when they come to Council meetings. She reminded them one last time to turn on their microphones for their next clerk.

Harbormaster Hawkins updated the Commission on efforts for a new restroom at ramp 2. They have looked at ways to stock pile funds from the state and cruise ship head tax funds from the borough for a big project like this; also forward funding from reserves and the ability to pay it back. There may also be grant opportunities as well. This is something they can talk about next month.

COMMENTS OF THE COUNCILMEMBER *(If one is assigned)*

COMMENTS OF THE CHAIR

Chair Ulmer thanked everyone for their work. She said she will be absent next month and can call in if needed.

COMMENTS OF THE COMMISSION

Commissioner Carroll had no comment.

Commissioner Zimmerman told the Harbormaster good job on the documents.

Commissioner Hartley seconded that.

Commissioner Zeiset agreed, he's impressed with the work that's been put into it.

Commissioner Stockburger agreed and said there is some really good stuff in the document.

ADJOURN

There being no further business to come before the Commission the meeting adjourned at 7:03 p.m. The next regular meeting is scheduled for Wednesday, May 24, 2017 at 6:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

MELISSA JACOBSEN, MMC, DEPUTY CITY CLERK

Approved:_____



MAY 2017 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- Senator Sullivan – Public Meeting Hosted at Homer Port and Harbor Office
- Ken Castner, Project Manager – Boat House Pavilion Project
- Auction Block – Bi-Annual Outfall Equipment Inspection
- Fish Factory – Bi-Annual Outfall Equipment Inspection
- Duff Hoyt, Icicle Seafoods – Signing MOA for Ice Delivery System
- City Manager – Mental Health Trust Meeting Review for Spit Land
- Marine Exchange of Alaska – Facility Security Plan Annual Audit
- Rachel Lord – AAHPA's Fall Conference Agenda Planning
- Pete Garrey, Ship's Pilot – US Navy Warship Hopper Landing
- City Manager & City Attorney – Preparation Re: AMHLT Spit Land Presentation
- Jody Durrant – Ice & Bait Vending Machine Lease
- Echelon Techs – High Mast Light LED Control Systems
- Jeff Johnson, Resolve Marine – Teleconference Re: Planning Marine Firefighting Symposium
- Lisa Conley – Happy Face Sublease Request
- Alaska Mental Health Land Trust – Wasilla Board Meeting Presentation for Spit Land
- Homer Marine Trades Association Meeting
- Andy Mack, DNR Commissioner – Homer Visit Re: Spit Land
- HDR Staff – In-Person Meeting for New Engineering Termed Contract
- Lease Advisory Meeting
- Department Head Staff Meeting

2. Operations

April and May have brought about the transition of spring into summer. The commercial fishing fleet has mobilized in preparation for halibut, herring, and salmon seasons. Charter services, restaurants, and retail shops are opening and recreational vessel traffic has been steady at the Load and Launch Ramp. There are approximately 700 boats currently moored in the Small Boat Harbor.

The parking lots are being heavily utilized from increased traffic. The seasonal parking enforcement officer began work on May 15th. Operations, administrative, maintenance and I/T staff have been working on the roll out of three new Luke II automated pay stations designed to receive parking fees. They will be replacing the old iron ranger fee collection stations at Ramps 1 – 3. The new Luke II units are designed to receive credit card and cash payments and will provide more user-friendly payment method for customers.

Operations staff provided tow assistance to the following vessels: Susitna, Danny J, Demo, Weatherly, Dark Knight, Stanley K, Iron Maiden and Triple Play.

Landings at all harbor facilities included the following vessels: Bob Franco, Pacific Wolf & DBL54, Kennicott, USCG Maple, Perseverance, Tiglax, US Navy Hopper, Maia H & Brightwater, Eastern Hunter, Sea Prince and DBL289.

Other notable events:

- On 4/21, operations staff washed down the Steel Grid working deck.
- On 4/25, the Helenka B conducted an explosives load-out at the Outer Barge Ramp in accordance with its USCG/DOT permit.
- On 4/26, a graveyard shift harbor officer implemented emergency dewatering pumps aboard a 30' pleasure craft.
- On 4/28, operations staff towed and relocated an 80' tender to assist another vessel out of the raft.
- On 4/29, the US Navy Hopper arrived at the Deep Water Dock for four days of shore leave. The landing required significant coordination with the ship's agent, pilot, longshore services, security, tour operators, the chamber of commerce, volunteers, and the general public.
- On 5/1, a 20' recreational vessel was impounded due to its delinquent account status.
- On 5/5, the Deputy Harbormaster met with the owner of a 28' recreational vessel to file an accident report and document damage from a hit and run accident.
- On 5/8, the owner of a 26' recreational vessel reported a theft while his vessel was parked on its trailer in the 30 acres.
- On 5/10, harbor officers assisted EMS with a highly intoxicated male at the end of the road park restrooms.
- On 5/11, the Deputy Harbormaster presented on Alaska Clean Harbors to a group of students from Razdolna Middle School.
- On 5/13, harbor officers hosted a fire fighting orientation workshop involving the harbor tug, fire carts, and other damage control equipment while participating in the marine firefighting symposium.
- On 5/14, harbor officers assisted EMS with a 60 year old female suffering from chest pain aboard a 40' charter vessel.
- On 5/14, harbor officers assisted HVFD and HDP respond to a large fire of wood debris located on the dredge spoils storage lot.

3. Ice Plant

Ice sales are finally increasing, the dock is starting to get busy, and Chris Maurer was hired on as the Summer Fish Dock Maintenance Tech. In addition to normal operations, Ice Plant personnel:

- Extended operating hours until 6:00 pm
- Returned the waterline and Crane 7 to service
- Installed a new festoon system to the boat ice delivery auger
- Issued 55 new crane operator permits
- Started repairs on Crane 1
- Prepared for annual OSHA crane certifications

4. Port Maintenance

Aaron attended the Spring PCC conference with Bryan and assisted with the Marine Fire Symposium. Walt Swearingen returns for another summer of Port Maintenance fun; he built us two new fish cleaning tables for the Fishing Lagoon station.

Port Maintenance has been busy this spring:

- Assisted Puffin Electric with the High Mast Light Pole 7 LED conversion.
- Took light readings for the LED lights...looks good!
- Replaced the cutting surface on the old Lagoon fish cleaning tables.
- Performed repair work on the Hickory's camel fenders.
- Prepped DWD camels for the arrival of the Navy ship Hopper.
- Completed repair of DWD inside berth fender.

- Staged vehicles for HVFD extrication drills.
- Assisted Puffin Electric and Eayrs Plumbing with installation of new Ice and Bait vending machines.
- Installed barrier log for vending machines.
- Turned potable water on for the Harbor.
- Worked with divers and Public Works to resolve Harbor water issues.
- Re-installed fish cleaning tables at Ramp 4 and Ramp 6.
- Began work on finishing the new Lagoon Fish Cleaning Table enclosure.
- Turned water on at the Wood Grid, Steel Grid, and Grind Shack.
- Installed new parking kiosk bases at ramps 1, 2, and 3.
- Repaired retaining wall at the Wood Grid.



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER
DATE: MAY 17, 2017
SUBJECT: CURRENT REVISIONS TO NEW TARIFF DRAFT

Port and Harbor Staff have continued making revisions to the new Terminal Tariff, taking the commission's comments into account, and have provided a revised draft for review.

The attached draft includes changes to Section 10.06 Used Oil & Petroleum Disposal (page 14) and Rule 23 Fish Dock Rules & Regulations (page 33).

Recommendations

Review current draft of the new Terminal Tariff; submit comments or questions for further discussion during the May 24, 2017 meeting.

Attached: Revised Draft of Terminal Tariff – as of May 17, 2017



PORT OF HOMER ALASKA

TERMINAL TARIFF NO. 1

RATES, CHARGES, RULES, & REGULATIONS

-AT-

MARINE TERMINAL

SECTION I: ALL FACILITIES

SECTION II: PIONEER DOCK & DEEP WATER DOCK

SECTION III: FISH DOCK

SECTION IV: SMALL BOAT HARBOR

Issued by City of Homer

4311 Freight Dock Road, Homer, Alaska 99603

Phone 907.235.3160 Fax 907.235.3152

<http://www.Cityofhomer-ak.gov/port>

Bryan Hawkins, Port Director and Harbormaster

bhawkins@ci.homer.ak.us

EFFECTIVE APRIL ___, 2017 AS AMENDED



AMENDMENTS

DATE

April __, 2017

PAGE

RULE

Original Issued



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SECTION I

All Facilities

Rules & Regulations

RULE 1 – SCOPE AND APPLICABILITY

1.01. SCOPE – The Port of Homer is operated by the City of Homer; a municipal entity of the State of Alaska. The intent of the Tariff is to specify rates, charges, rules and regulations for users of the facilities owned by the City of Homer. The Tariff specifies charges and associated requirements for authorized parties using or accessing the marine terminal facility.

1.02. APPLICABILITY – The rules, regulations, conditions commodity rates and/or charges set forth in this schedule apply to or from the following facilities:

- a. Port of Homer Docks –Deep Water Dock and Pioneer Dock
- b. Homer Harbor Fish Dock
- c. Homer Small Boat Harbor

1.03. COMPLIANCE – Use of the City docks and Terminal facilities shall be deemed acceptance of this Tariff and the terms and conditions named herein. The Port reserves the right to revoke or deny access to the Port of Homer, or any other facility operated by the Port, or any person or company who violates these Rules and Regulations. Use of City docks and Terminal facilities and the acceptance of services shall comply with any additional Conditions of Berthing set forth in any subsection contained herein.

1.04. FMC COMPLIANCE – This Tariff is published and complaint with the Federal Maritime Commission Tariff Requirements 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.

1.05. MUNICIPAL ORDINANCES – In addition to the Port and Harbor Tariff, the public, shippers, consignees and carriers using City of Homer facilities should consult and be aware that the City of Homer Code of Ordinances, including but not limited to Chapter 5 (Health and Public Safety), Chapter 21 (Zoning and Planning) and Chapter 10 (Port and Harbor), all as amended, apply and govern where not specifically provided otherwise in this Tariff.

1.06. AREA OF OPERATIONAL APPLICABILITY – Rates, charges, rules and regulations provided in this Tariff shall apply to persons and vessels for the use of designated terminal facilities under jurisdictional control of the City of Homer and located within the Harbor bounded by the City of Homer with the Small Boat Harbor entrance located at latitude 59 36'15" N and longitude 151 24'48" W, and specifically to docks, appurtenant structures thereto, and waterways managed and owned by the City of Homer. Special terms and conditions exist for the dock operations by the State of Alaska, Alaska Marine Highway System, for operations of the State Ferry System on the Pioneer Dock.



1.07. FACILITY APPLICABILITY – 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 the 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.

1.08. CONTACT AND COMPLAINTS – Contact, requests and complaints may be made by any shipper, user, vessel, or vessel agent or other interested parties through the Harbormaster, 4311 Freight Dock Road, Homer, Alaska, 99603, or by facsimile, number (907) 235-3152 or by email port@ci.homer.ak.us. Requests and complaints must be in writing.

RULE 2 – AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS

2.01. SUPPLEMENTAL RULES AND REGULATIONS – The provisions, rules and regulations in this Tariff may be supplemented by other rules and regulations in conformance with Federal, State and City of Homer requirements under a separate document. Such Rules and Regulations shall constitute an agreement by terminal users to comply with all Rules and Regulations of the Port as specified and shall apply to all terminal(s) users in the same manner as the Tariff. Authority is granted under this Tariff to the Harbormaster to establish and revise those rules as appropriate.

2.02. SEPARATE CONTRACTS – The Port reserves the right to execute supplemental or separate contracts outside of this Tariff, as approved by the City Council and subject to Federal Maritime Commission Rules, Regulations and Administrative procedures as well as Alaska Statutes and local law. Such contracts shall be consistent with the provisions of this Tariff. However, where provisions of a separate contract differ, the terms and conditions of the contract shall supersede this Tariff to the extent permitted by law.

2.03. RESERVATION OF AGREEMENT RIGHTS – Right is reserved by the City of Homer to enter into agreement with carriers, shippers, consignees, and/or their agents concerning rates and services providing such agreements are consistent with existing Local, State and Federal law governing the civil and business relations of all parties concerned.

RULE 3 – ABBREVIATIONS AND DEFINITIONS

The following abbreviations and definitions shall apply in this Tariff.

3.01. ABBREVIATIONS

\$	U.S. Currency
%	Per Cent
A.M.	Before Noon
Bbl.	Barrel
C.T.	Cubic Ton



Cu. Ft.	Cubic Feet
F	Degrees Fahrenheit
FMC	Federal Maritime Commission
Gals.	U.S. Gallons
GRT	Gross Register Ton
LCL	Less than container load
LBS	Pounds
LOA	Length over all
M.B.M.	1,000 feet Board Measure
N.O.S.	Not otherwise specified
NRT	Net Registered Ton
P.M.	After Noon
S.T.	Weight by short ton (2,000 lbs)
Sq. Ft.	Square foot/feet
U.S.	United States of America
W/M	Weight ton (2,000 lbs)

3.02. DEFINITIONS

- a. BARREL – For the purposes of this Tariff, quantity measure for a barrel shall be 42 gallons per barrel of bulk petroleum products corrected to 60 F. net or 376 lbs. per barrel of bulk cement.
- b. BEAM – For the purpose of this Tariff, “beam” means greatest width of the vessel, including booms, spars, gins, or any affixed extensions.
- c. BOARD MEASURE – A board foot is equal to a piece of wood 12 inches long x 12 inches wide and 1 inch thick, or 144 cubic inches. Board measure shall be calculated as per 1,000 feet of lumber, rough or processed.
- d. CARGO – Merchandise or goods accepted for transportation, including commodities that are transported in commercial enterprise, either domestic or international trade, by a common carrier.
- e. CURRENCY – all rates shall be in United States Dollars (\$USD).
- f. DEMURRAGE – A fee assessed to cargo stored or remaining on site after it has been discharged or beyond free period by a vessel which is applied to cargo not covered under ground leases.
- g. DERELICT – For the purpose of this Tariff, and to the extent consistent with State of Alaska law, “derelict” means any vessel moored or otherwise located within the boundaries of the Homer Harbor including all City owned tidelands and uplands which is forsaken, abandoned, deserted or cast away, or which by appearance gives perception of being in an unsound condition as determined by Harbormaster.



- h. DOCKAGE – The term dockage refers to the charge assessed against a vessel for berthing at the facility or for mooring to a vessel so berthed.
- i. DOCKS – The Homer City docks include the Deep Water Dock, the Pioneer Dock and the Fish Dock.
- j. FLOAT; FLOAT SYSTEM – Those portions of the Homer small boat harbor that rise and fall with the tide including the stalls, transient moorings, pilings, ramps, gangways, ladders, and utility connections.
- k. FREE TIME – The specific period during which cargo may occupy space assigned to it on terminal property free of wharfage, demurrage or terminal storage charges immediately prior to the movement of such cargo on or off the vessel.
- l. HARBORMASTER – The senior manager, or his/her representative/designee, as designated by the City of Homer, to manage the marine terminal Port and Harbor facilities under the control of the City of Homer. The Harbormaster also serves as the City's Port Director.
- m. HOMER HARBOR – For the purpose of this Tariff, "Homer Harbor" shall mean all salt water or tide water lying within the boundaries of the City, including that area known as the Small Boat Harbor.
- n. LENGTH – For the purpose of this Tariff, "length" means the longest overall length (LOA) as measured from the furthestmost forward position including booms, spars, gins or any fixed extensions, to the further most after portion of the vessel including the booms, spars, gins or any fixed extensions.
- o. MEASUREMENT TON – The measurement of one (1) ton is 40 cubic feet (CFT).
- p. OPERATOR – For the purpose of this Tariff, "operator" means 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 with the owner.
- q. OWNER – For the purpose of this Tariff, "owner" means the individual, LLC, or legal partnership or corporation holding legal title to the vessel and the individual, LLC, legal partnership or corporation representing or holding his, her, or itself out to be the owner of the vessel when there is a dispute regarding title.
- r. PASSENGER FEE – A passenger fee shall be defined as a fee charged for a passenger embarking, debarking or landing aboard a passenger vessel for hire at the Port of Homer.



- s. POINT OF REST STAGING AREA – “Point of Rest Staging Area” is defined as that area on the Terminal 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.
- t. PORT OF HOMER – The Port of Homer or Port shall mean all marine facilities including controlled berths and associated waterways, as well as associated facilities under the control of the City of Homer, Alaska.
- u. REGISTRATION – “Registration” means completing a moorage or use agreement with all necessary information concerning the vessel and vessel owner.
- v. RESERVED MOORING – “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.
- w. SMALL BOAT HARBOR – “Small Boat Harbor” means that area of water protected by breakwaters constructed by the Federal government and the Harbor basin created within, including docks, floats, berths, tidal grids and other mooring facilities owned and operated by the City.
- x. STALL – Berthing location within the float system of the Homer Small Boat Harbor. A stall does not include the float or finger of the float; only the mooring space between or adjacent to it.
- y. TERMINAL FACILITIES – Include the Deep Water Dock and the Pioneer (Ferry) Dock, Fish dock and small boat harbor, commercial barge ramps, recreational load and launch ramp, wood and steel tidal grids, wharves, piers, bulkheads, sea walls, associated equipment, offices, warehouses, storage space, roads, paved areas, uplands, beaches and shorelines under the management, ownership and control of the City of Homer, Port and Harbor including the tidelands within the boundaries of the City of Homer. Any reference to “Terminal Facilities” in this Tariff is for reference only.
- z. TONNAGE – the value one (1) ton shall be 2,000 pounds (LBS) of weight.
- aa. TRANSIENT – “Transient” means any vessel using the mooring space on a temporary basis or which does not have a specific reserved mooring space.
- bb. VESSEL – Whenever reference is made to a “vessel” in the Tariff, the term shall mean any boat, motor boat, ship, aircraft when waterborne, boathouse, floats, scows, rafts, pile drivers, or any floating structure or object used for recreational, commercial or any other purpose upon waterways.



cc. WATERWAY – “Waterway” means any water, waterway, lake, river, tributary or lagoon within the boundaries of the City.

dd. WHARFAGE – A charge assessed against all cargo and other materials such as fuel, stores or equipment, passing or conveyed over, onto, or under piers or between vessels (to or from barge, lighter, or water) when berthed in a pier or when moored in a slip adjacent to the pier. Wharfage is solely the charge for use of pier for the purpose of moving cargo or materials and does not include charges for any other service such as dockage.

RULE 4 – HOURS OF OPERATION AND HOLIDAYS

4.01. HOURS OF OPERATION – The Port of Homer marine facilities are available for use 24 hours a day, 7 days per week and are open all year. Homer harbor officers are on duty 24 hours a day, 7 days per week. They can be contacted by phone 907 235-3160 or hailed on Channel 16 on VHF radio.

4.02. HOLIDAYS – Whenever in this Tariff reference is made to holidays the following are included:

New Year’s Day	Washington’s Birthday (President’s Day)
Seward’s Day	Memorial Day
Independence Day	Labor Day
Alaska Day	Veteran’s Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	

RULE 5 – LIABILITY, INDEMNITY, INSURANCE

5.01. LIABILITY – The City of Homer, its Port personnel, its employees and agents, are not responsible for loss or damage caused by fire, frost, heat, dampness leakage, weather damage, evaporation, natural shrinkage, waste, insects, decayed and live animals, leakage or discharge from fire protection systems, collapse of buildings or structures, breakdown of plant protection systems, breakage of plant or machinery or equipment, or by floats, logs, piling or camel logs required in breasting vessels away from wharf.

5.02. LARBOR ACTIONS OF CIVIL UNREST – The City of Homer is not responsible for any loss, damage, delays, costs or from any consequences as a result of civil unrest, shortage of or action by labor, riots or strikes of any persons in their employ or in the service of others.

5.03. INDEMNITY – Users of the City of Homer’s Port facilities including vessels and crews, vessel owners and its agents or instruments, shippers or consignees, and shore personnel shall indemnify and hold harmless the City against any and all claims arising from any breach or default in performance of any obligation to such parties to be performed under the terms of this Tariff or arising



from any act or omission of said parties for all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims, action or proceeding brought against the City of Homer except for those caused by the City's own negligence.

5.04. LIMITS OF LIABILITY – No provisions contained in this Tariff shall limit or relieve the Port of Homer from liability for its own negligence nor require any person, vessel or lessee to indemnify or hold harmless the Port of Homer from liability for its own negligence.

5.05. INSURANCE – Rates named in the Tariff do not include insurance of any kind. The City of Homer shall be under no obligation to provide any insurance of any type for any vessel, cargo, or liability arising out of use of the City docks or Terminal facilities. Terminal facility users shall comply with any applicable insurance requirements included in the Homer City Code or Alaska Statutes.

5.06. ADDITIONAL INSURANCE – The City reserves the right to request additional insurance coverage by users of the Port's facilities or to be named additional insured at the discretion of the City. The City may request any additional insurance as deemed appropriate for port activities. For vessels that may be hazardous or become a menace to other vessels, their occupants, City facilities, the Harbormaster or City Manager may require an operator or owner of a vessel to furnish evidence that there is currently in effect liability insurance in an amount satisfactory to the City. The vessel's owner or agent shall file a certificate of insurance or other satisfactory evidence signed by an agent or officer of the insurance company and stating the effectiveness and expiration date.

RULE 6 – RIGHTS OF THE CITY AND USE OF FACILITIES

6.01. NO LIMITS TO CITY AUTHORITY – Nothing in this Tariff shall limit the general authority of the City of Homer.

6.02. NON-CONFORMANCE – Persons found NOT in full conformance with state, federal, and local laws and regulations can be barred from the facility.

6.03. CAPACITY OF FACILITIES – The Port does not obligate itself to provide vessel berthing, storage, equipment, labor, or other form of service beyond the reasonable capacity of its facilities.

6.04. ARRANGEMENTS FOR USE OF FACILITIES – Arrangements must be made in advance for the handling or storage of cargo or equipment; otherwise the Port retains the right to decline such business.

6.05. CONSENT OF USERS – The entry upon or use of the facilities under the jurisdiction of the Port shall constitute a consent to the terms and conditions of this Tariff, as well as an agreement on the part of all vessels, their owners or agents and other users of such facilities to pay all charges specified in the Tariff and be governed by all rules and regulations of the Port.



6.06. COOPERATION – All authorized representatives or agents of businesses or organizations shall so conduct and carry on their business at the Port as to maintain a cooperative relationship with others engaged in authorized business at the Port. Said persons shall not engage in open and public disputes, disagreements, or conflicts tending to deteriorate the quality of service or be incompatible to the best interest of the Port, the workers at the Terminal or the Port's customers.

6.07. REVIEW AND APPEAL – Reviews of violations under these Rules and Regulations shall take place within one (1) week of the violation with the Harbormaster and the party committing the violation or as otherwise provided in the Homer City Code. Repeated violations will result in the loss of privilege to provide services in any Terminal facility. This loss of privilege, and the duration, will be determined by the Harbormaster whose decision shall be final.

6.08. RIGHT OF REMOVAL – The Harbormaster shall at all times have the right to move or rearrange any vessel or cargo from its 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.

6.09. RIGHT OF REFUSAL – The City shall at all times have the right to refuse the use of any City dock, terminal or harbor facility by any person, equipment, materials or vessel and may remove any vessel, person or cargo at any time from any City dock, terminal, harbor facility, or City property. This right shall be reserved at all times to the City without responsibility for demurrage, loss or damage when:

- a. Previous arrangements for berthing, space, receiving or unloading have not been made with the Harbormaster; or
- b. The vessel is unsafe or hazardous and may pose risk to life or property; or
- c. The value of the vessel, in the opinion of the Harbormaster is less than the probable service charges and other charges to its use of the City dock or terminal, or harbor facility; or
- d. During periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances, prevailing or likely to occur, will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary services to the public. The decision of the Harbormaster in the event of dispute shall be final.

6.010. VESSELS POSING A HAZARD – The City of Homer reserves the right to deny use of its Port facilities to any vessel that may prove to be, or may potentially be, a hazard to the City's property or users. The City reserves the right to order a vessel to move, or remove any such vessels that may pose a hazard to its property or other users at its discretion and at the cost of the owner or operator. If in such removal, a vessel causes damage to any Port facilities, the vessel shall be held fully responsible for repair of such damages.



6.011. RIGHT TO SCHEDULE VESSELS AND CARGO – The Harbormaster shall at all times have the right to schedule access to any harbor or port facility by any person or vessel but may manage any harbor or port facility on a first come, first serve basis.

6.012. VESSEL REQUIRED USING BERTH ASSIGNED – All vessels are required to use the berth or mooring assigned. Assignments of berth are not transferable. In the event of failure to use berths as and when assigned, the Port reserves the right to use such unoccupied berth for other purposes.

6.013. DAMAGE – Users are held liable for all claims, losses, costs or expenses by reason of property damage, personal injury or death which may occur, directly or indirectly as the result of improper handling of cargo on site or overweight or improperly stowed cargo, without regard as to whether such omissions are intentional or accidental.

6.014. VESSELS TRANSITING TO/FROM BERTHS – Vessels approaching or departing from berths when passing in and out of Federal channels, over submerged lands outside of terminal berths, do so at their own risk and shall not hold the Port responsible for any vessel casualty during such transit.

6.015. PERSONAL RISK – Persons entering upon or using Port facilities do so at their own risk.

6.016. OWNER'S RISK – 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 only at owner's risk; and
- d. All water craft, moored in the Harbor or berthed at Port facilities, or on beach or uplands 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;
- e. Property of any kind including vehicles not owned by the City but on City property is at owner's risk for loss or damage.

6.017. RIGHT TO REMOVE AND DISPOSE OF NUISANCES – The City retains the right to abate and remove nuisances including vessels which are derelicts, unfit, unseaworthy or which are maintained in such manner as to make them liable to sinking for lack of being pumped or other maintenance. The provisions of Homer City Code 10.04.130, governs the declaration and abatement of nuisances including vessels, refuse and debris.

6.018. IMPOUNDMENT OF VESSELS FOR VIOLATIONS – The Harbormaster is authorized to impound any vessel in Homer Harbor, or at the terminal and 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. The Harbormaster may also impound a vessel whose owner or operator has not paid harbor fees or any vessel which is unsafe and whose owner or operator has failed to remove



it after notice. The Harbormaster 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. The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal. The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

RULE 7 – CARGO

7.01. LAY-DOWN AREAS – Cargo may not be placed on City docks or Terminal facilities except in designated laydown 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 Harbormaster.

7.02. DESIGNATED LAY-DOWN AREAS – The Harbormaster shall designate laydown areas for cargo and shall have the discretion to refuse all cargo activities and/or laydown, either in-bound or out-bound.

7.03. REMOVAL OF CARGO OR OTHER EQUIPMENT OR GEAR NOT PLACED IN LAY-DOWN AREAS – Cargo, freight, equipment or other gear not placed in designated laydown area must be immediately removed from a City dock or Terminal facility upon order of the Harbormaster. A vessel, shipper or consignee who refuses to move any material 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. In addition, the Harbormaster may, in his discretion move cargo or freight. Any expense or damages, including damage to cargo, freight, equipment or gear during such movement, are the responsibility of the vessel, shipper or consignee.

7.04. RIGHT TO REFUSE CARGO – In his discretion the Harbormaster shall at all times have the right to refuse to accept, receive or unload, or to permit a vessel to discharge:

- a. Cargo for which previous arrangements for space, receiving, unloading or handling have not been made with the Harbormaster by shipper, consignee or vessel.
- b. Cargo not suitably packed for safe transportation.
- c. Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, that is offensive, perishable or hazardous. Hazardous cargo must have been prepared for shipment in accordance with the applicable Department of Transportation regulations (including 49 C.F.R. Parts 171-179).
- d. Cargo, deemed by the Harbormaster in the reasonable exercise of his discretion, which may be less in value than the probable service charges and other charges related to it.
- e. Cargo during periods of congestion, or in cases of emergency, when, in the judgment of the Harbormaster, the circumstances prevailing or likely to occur will prevent the City docks or terminal, or harbor facilities, or any portion of them from providing customary service to the public.



7.05. CARGO BEYOND FREE TIME – Any cargo remaining on City dock, terminal, or harbor facilities after expiration of any free time, may be removed to public warehouses, and all expenses of removal and risk of loss or damage shall be charged to the account of the owner, shipper, consignee or vessel as responsibility may appear on shipping documents, manifests or other sources.

7.06. UNPAID FREIGHT CHARGES – Freight on which unpaid terminal, dock or harbor 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 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 and reasonable time.

RULE 8 – HAZARDOUS AND DANGEROUS CARGOES

8.01. HAZMAT OR DANGEROUS SHIPMENTS – Shipments of dangerous and hazardous cargoes moving via marine terminals of the Port must be accompanied by all required information including handling instructions. Shipments must be documented, marked, labeled, and/or placarded according to the US Department of Transportation (DOT) and other applicable Federal, State and City Regulations, as well as the International HAZCOM regulations. Shippers of dangerous articles are required to comply with all of the above and must present necessary permits from proper authorities, as well as obtain permission from the Harbormaster before such cargo shall be received on or transferred at the Terminal.

8.02. PERMIT REQUIRED – It shall be unlawful for any person, vessel, or firm, to handle, transport, load, discharge or store any hazardous materials or dangerous cargo, on any vessel, lighter, barge or other conveyance at any dock, wharf, bulkhead area or in any shed or storage area on Port property unless a permit has been obtained from the Coast Guard Marine Safety Division and also signed by the Harbormaster. Such materials are handled, stored, or transported according to Federal, State, and Local governmental law.

8.03. EXPLOSIVES – The Harbormaster upon pre-approval by the City of an approved location shall allow the acceptance, handling or storage of explosives within the confines of the Port but not in the Homer Small Boat Harbor. Class 1 (explosive) hazardous cargoes may not remain on the Port property beyond what is necessary to transfer the cargo to or from the vessel unless preapproved by the Harbormaster.

8.04. RIGHT TO REMOVE, TRANSFER OR WAREHOUSE HAZARDOUS OR DANGEROUS CARGO – The Harbormaster shall at all times have the right to remove hazardous or offensive cargo, which by its nature, is liable to damage other cargo or City docks, terminal or harbor facilities. The cargo may be removed from its present location on City property with all expenses, including labor, and risk of loss or damage to be charged to the account of the owner, shipper, or consignee.



8.05. HAZARDOUS VESSELS OR VESSELS WITH HAZARDOUS CARGO – The Harbormaster shall at all times have the right to immediately remove or direct to be removed any hazardous or offensive vessel, any vessel containing hazardous cargo, any vessel containing cargo, which by its nature, is liable to damage other vessels from the Harbor or Port facilities. The vessel may be removed from its present location to any other location at the expense and liability of the owner, shipper, vessel or consignee.

8.06. HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT – Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Harbormaster 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.

8.07. HAZMAT SHIPMENTS – Hazardous and dangerous cargoes which are permitted to enter Port of Homer facilities must be prepared for shipment in accordance with the applicable US Department of Transportation regulations contained within 49 CFR 100-199. All shipping documents required by 49 CFR for the shipment of hazardous and dangerous cargoes must be submitted to the Harbormaster prior to the cargo's arrival.

8.08. HAZMAT STORAGE – Temporary storage and/or shipment through the Port of Homer of quantities of hazardous waste in excess of 400 pounds of acutely hazardous material requires a minimum 14 day advance request for a permit, in compliance with the "Interim Policy for the Port and City of Homer concerning notification by hazardous waste carriers and/or generators, municipal review and public notification."

8.09. DISCHARGE PROHIBITED – No person shall throw or discharge any gasoline, oil, hazardous waste, petroleum contaminated refuse or pumping of bilge containing petroleum products into the water or uplands of the Homer Harbor and/or on Terminal facilities.

8.010. STORAGE – All hazardous and dangerous cargoes stored at Port of Homer facilities must be placed in designated areas which conform to regulations as prescribed in "Handling of Explosives or other Dangerous Cargoes within or Contiguous to Waterfront Facilities" (33 CFR 126) and the applicable Uniform Fire Code.

8.011. STORAGE DRUMS – Drums or any other type of container (full, partly full or empty) which has been used for the storage or transportation of hazardous materials, dangerous cargo or petroleum products shall not be allowed to remain within the Port area after sunset of the day received without securing permission from the Harbormaster. Storage on water or land of such materials must be secured in approved containers, properly labeled, and stored in a manner to preclude any accidental or intentional release into the waters of the Harbor. Storage of such materials must comply with Federal, State, Port and Local governmental rules and regulations.



8.012. WATCHMEN – Vessels may be required to employ special watchmen at their expense to keep vigil over any dangerous cargo on the Terminal facility in order to protect property against fire or other hazards until the condition is eliminated. Furthermore, vessels on docks with said cargo will not be left unattended.

8.013. RIGHT OF REFUSAL – The Harbormaster is authorized to refuse permission to any person, vessel or firm transporting hazardous materials or other dangerous cargo to berth at any dock, wharf, bulkhead area or alongside any transit shed; or to store such materials at any dock, wharf, bulkhead area or in any transit shed on Port property.

8.014. MOVEMENT OF HAZMAT CARGO BY DIRECTION – The Harbormaster may, at any time, cause any hazardous materials or dangerous cargoes to be removed at the sole expense of the vessel, cargo owner or assignee.

RULE 9 – ANCHORING

9.01. UNAUTHORIZED ANCHORING – Unauthorized anchoring in open areas in or adjacent to the City of Homer's Port and Harbor facilities (Terminal) is prohibited.

9.02. ANCHORAGE MANNING REQUIREMENT – All vessels in the City of Homer's Port and Harbor facilities (Terminal) including Tidelands outside the harbor must be manned at all times and the vessel's position monitored on a regular basis to insure that vessel anchors are not dragging and must comply with Coast Guard lighting requirements.

RULE 10 – SANITATION, HOT WORK AND VESSEL MAINTENANCE

10.01. GENERAL PROVISIONS – All users of City docks, Terminal and Harbor facilities shall exercise due care for the protection of life, property and the public from injury or damage. Additional safety and sanitation rules applicable to docks and terminals should be consulted including the Ordinances of the City of Homer stated in Homer City Code, Chapter 5.06, (Nuclear Free Zone Which Includes Harbor Facilities), Chapter 5.08 (Garbage and Solid Waste Disposal), Chapter 5.16 (Public Nuisances), Chapter 5.20 (Fire Prevention and Explosives), and Title 10 (Port and Harbor).

10.02. SANITATION – All sanitation laws, regulations and policies of the City of Homer, Homer Harbor's Facility Security Plan, the Kenai Peninsula Borough, the State of Alaska, the United States Coast Guard and the United States Department of Homeland Security, including those adopted by international treaty, apply to City docks, Terminal or Harbor facilities. All users, including shippers, vessels, and consignees are hereby warned that the party or parties responsible for infractions of such laws, regulations or policies will be subject to and responsible for any penalties that may result from their violation of those laws, regulations and policies.

10.03. RESPONSIBILITY FOR HOUSEKEEPING – Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Harbormaster. 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 water under the jurisdiction of the City of Homer Port and Harbor. Deposit of fish carcasses, including heads, bones or viscera from fishing activities is authorized only at designated locations.

10.04. MATERIAL IN WATER – Persons using City facilities shall not permit material of any type from entering the water. All persons are subject to the provisions of Homer City code and the Federal Clean Water Act.

10.05. DISCHARGE OF OIL OR REFUSE – It shall be unlawful for any person to pump, discharge, deposit or allow any oil, spirits, inflammable liquids, coal tar, refuse, residuary product of coal, petroleum, asphalt, bitumen, carbonaceous material or substance, any related product or compound, any bilge water containing any of these materials or substances into the waters of the Harbor.

10.06. USED OIL AND PETROLEUM PRODUCTS DISPOSAL – All used oil and petroleum products must be properly disposed of by the vessel/owner. The City of Homer provides disposal for used oil, antifreeze, oil filters, batteries, and oil absorbents at two locations at the harbor, Ramp 2 and 8. ~~The disposal containers are for vessels that are currently moored in the small boat harbor and for small quantities of fluids. Fifteen (15) Twenty Five (25) gallons or less for oil and fifteen (15) Twenty Five (25) gallons or less for antifreeze. Vessels stored in any privately owned storage yards are not allowed to dispose of their waste materials at the Homer harbor. Likewise for home owners, area businesses or other related vessel industry.~~

~~Harbor patrons who have quantities larger than fifteen (15) Twenty five (25) gallons of used oil to dispose of should contact the harbor office for options. Clean used oil (meaning not contaminated with water, solvents, soaps, or other) is of value to local businesses that burn it for heating large buildings. Contact the harbor office for a list of businesses that will be willing to accept the clean oil for free.~~

~~Disposal of more than fifteen (15) Twenty Five (25) gallons of used oil or antifreeze or any amount of oily water in one calendar day may be done by appointment with Port Maintenance.~~

~~Fees:~~

~~Oil \$3.35/gallon
Used Antifreeze \$8.00/gallon
Oily Water/Bilge Slop \$5.00/gal delivered in drums~~

Ships moored at either the Pioneer or Deep Water Dock need to contact the harbor office and make arrangements for disposal of used oil or other hazardous materials.

There shall be no storage, even of a temporary nature, of used oil or petroleum products on City docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of used oil in an



inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor and/or penalized according to the provisions of Federal, State and Local law:

10.07. OVERBOARD DISCHARGE – Pumping untreated sewage into the waters of the Harbor is strictly prohibited by Federal and State law. The discharge of gray water, dirty ballast or other fluids deemed inappropriate by the Harbormaster while berthed at Port facilities is prohibited. Discharges by vessels utilizing treatment equipment approved under US Federal Standards is permitted under the authority of the Harbormaster whose determination shall be final. Discharge of fluids overboard does not apply to cooling water but does apply to the cleaning of decks and anchors/chain when in the sole discretion of the Harbormaster, it impacts Terminal property.

10.08. TRASH – The disposal of trash into the water is prohibited.

10.09. CLEANING OF OPERATIONAL AREAS – All authorized cargo handling entities and permit holders are responsible to clean up wharves, docks, and assigned premises used by them, in their operation, within twenty-four (24) hours after completion of a cargo operation, and within six (6) hours after completion of a cruise ship operation

10.010. TRASH AND OTHER MATERIALS – Trash, rubbish, refuse or other material must be removed from any property controlled by the Port. This includes floats in the harbor. Storing materials on the floats is prohibited due to public access. Materials may be removed by the Harbormaster at any time with all expenses of removal and liability assigned to the person or the vessel that last used the facility. This includes the owner, shipper, consignee or other responsible party as may appear on moorage agreements, shipping documents, manifests, or other sources. Material removed by the Port will be removed at the expense of the party responsible.

10.011. ABANDONED CARGO – The vessel shall bear the expense of removing from piers abandoned cargo, such as damaged or unaccepted goods, and shall be responsible for payment of wharfage, storage and other accrued charges on such cargo.

10.012. UTILITY SERVICES – No person shall tap, connect, disconnect, or interfere with any water outlet, water pipe, water connection, telephone equipment, as well as electrical devices of any kind on docks or in stalls maintained or operated by the City in the Homer Port or Small Boat Harbor without first having obtained the permission of the Harbormaster; or to interfere with or tamper with any wharf, float, gangway, ramp, or any other facility operated by the City.

10.013. HARBOR EQUIPMENT – No person shall use or disturb any port or harbor equipment or facilities; except fire extinguishers in a fire emergency and harbor carts. City provided harbor carts are for use on the floats carts should be returned to floats after each use.

10.014. HOT WORK – Hot work is any operation involving oxyacetylene or electric welding, burning, cutting, open flame or other heat producing activities. Hot work is prohibited on any Marine Terminal



or vessel moored thereto unless it is approved by the Harbormaster and it is in compliance with all Federal, State, Port and Local governmental rules and regulations.

10.015. HOTWORK PERMIT – Hot Work permit must be completed and approved by the Harbormaster prior to the start of any approved hot work. This Hot Work –permit shall include the expected start date, time and expected duration of the hot work.

10.016. PROHIBITION – Hot work is prohibited at any time, on the marine facilities, during the movement or transfer of dangerous cargoes or petroleum products.

10.017. COMPLIANCE – All hot work shall be conducted in accordance with the Rules and Regulations established by the Port and fire safety standards.

10.018. FIRE EXTINGUISHER REQUIREMENTS – Fire extinguishers in operating condition must be readily available on or immediately adjacent to all welding, cutting, or open flame equipment being used on vessels. Fire extinguishers in operating condition must be readily available on all machines, cranes, and welders used on the docks or within the Terminal.

RULE 11 – SAFETY

11.01. COMPLIANCE – All safety regulations as established by the Harbormaster, City of Homer, State of Alaska and Federal agencies shall be complied with at all times.

11.02. PERSONAL SAFETY EQUIPMENT – Personal safety equipment is required to be used at all times by Terminal staff, contract labor, truck drivers and vessel crews in open Terminal areas. This shall include an appropriate floatation work vests or coats, hard hats, hearing protection, steel toed shoes, high visibility safety vests, life jackets, and clothing offering full body coverage, respirators, gloves or other equipment.

11.03. DEFECTIVE OR UNSAFE PROPERTY – Whenever any wharf, wharf premise, property or any portion located in the Port of Homer is in such defective or damaged condition as to be unsafe or dangerous to persons or property, it shall be the duty of the owner, agent or person in charge to immediately advise the Harbormaster of said damage or dangerous condition. No person shall interfere with, remove or disturb in any manner any warnings, fences or other barriers which have been erected or set in place as protection or warnings against a dangerous condition.

11.04. FIRE EXTINGUISHERS – Hand held fire extinguishers are provided by the City and are located on all harbor floats, docks and the load and launch ramp. Any use of City fire extinguishers must immediately be reported to the Harbormaster.

11.05. STOVES, FIRES & EQUIPMENT – No person shall leave a stove or other heating equipment in unattended operation on a vessel moored or docked on the harbor facilities unless such equipment



has been certified as safe for such unattended use. No person shall leave any vessel unattended while fire or open flame is burning or is present.

RULE 12 – VEHICLE PARKING

12.01. VEHICLE ACCESS LIMITED ON DOCKS – It shall be unlawful for any person to operate any vehicle within the Port area except for the purpose of loading or discharging freight or passengers, or while actually engaged in the performance of necessary duties which require the presence of such vehicle on Port property. Any vehicle shall be under the constant attendance of the operator and subject to the rules in this Tariff. It shall be the duty of such operator to immediately remove such vehicle from the wharf or pier upon the completion of the transaction of necessary business. The Harbormaster has the authority to remove any vehicle in violation of this rule at the sole expense of the owner and may be refused further access to any Port property at the discretion of the Harbormaster.

12.02. STORAGE OF VEHICLES – It shall be unlawful for any motor vehicle to be stored on any wharf unless such vehicle shall first have been drained of all gasoline or other liquid petroleum products, except at such places as the Harbormaster may designate.

12.03. VEHICLE WARNING LIGHTS/ALARMS – Maintenance or vehicles working on piers or in Terminal yards, when moving or stationary, in working areas shall display an operating overhead warning light. All maintenance vehicles shall be equipped with backup alarms.

12.04. VEHICLE ACCESS TO VESSEL – Access to a berthed vessel by taxi, van, bus or other vehicle shall not be granted by the vessel without permission of the Harbormaster or designee.

12.05. SPEED LIMIT ON PORT PROPERTY – Any person operating a vehicle on any wharf area, within any transit shed, warehouse, marine terminal area, or in any other area where cargo is handled, shall not operate at a greater rate of speed than ten (10) miles per hour, unless otherwise posted. During cargo handling or other operations, no person shall operate a vehicle at such speed or in any manner so as to endanger life, limb or property.

12.06. PARKING OF VEHICLES – It shall be unlawful for any person to leave or park a vehicle upon any portion of any City property outside of designated parking areas or without the permission of the Harbormaster. The Harbormaster shall erect and maintain appropriate signage giving notice that no parking is allowed in restricted areas. Parking of motor vehicles, other than motor vehicles that are cargo, shall be permitted only in those areas designated for such parking. Vehicles are only permitted on wharf areas with the permission of the Harbormaster.

12.07. PARKING LIMITS – Parking of motor vehicles in areas designated for parking shall be for the time limits specified and posted for those areas. The parking of motor vehicles in areas in which



parking is prohibited or the parking of motor vehicles in areas designated for parking beyond the time limits specified are subject to ticketing and towing or impound in accordance with applicable law.

12.08. PARKING FEES (SHORT TERM) – Parking fees are to be collected at Ramp 1, Ramp 2, Ramp 3 and Ramp 4 seasonally (Memorial Day through Labor Day). Parking fee is \$5 per calendar day. Posted parking time limits will be established and enforced as per Homer City Code.

12.09. LONG TERM PARKING PERMITS – Vehicles over 20' are not eligible for long term parking permits.

- a. Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- b. Long Term parking permits required for vehicles 20' or less parked in excess of seven (7) consecutive 24-hour days.
- c. Long Term parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee \$100.00.
- d. Long Term parking annual permit (January 1st through December 31st): fee \$200.00.
- e. Monthly parking permit for vehicles less than 20': fee \$70.00 for 30 consecutive days.
- f. Monthly parking permit for non-commercial vehicles over 20': fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.
- g. Long term parking will be enforced year around.
- h. Parking lot restrictions for long term parking, May 1 through October 1, as depicted on harbor map (Resolution 11-036(A)).
- i. Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply. Fines, \$25.00 per calendar day, provided that the fine for overtime parking in long term parking area will be limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.
- j. Failure to pay violations will result in an additional \$25.00 fee per month and any other legal or collection fee authorized by law.

RULE 13 – WHARFAGE, DEMURRAGE AND FREE TIME

13.01. WHARFAGE

- a. APPLICATION – Wharfage is the charge assessed against any freight or merchandise placed in transit sheds, on a wharf, passing through, over or under a wharf, transferred between vessels, 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. Wharfage rates named in the Tariff will be charged for all merchandise or cargoes received inbound or shipped outbound over the City docks, barge ramp or barge beaching site, and will be in addition to all other charges made under provisions of this Tariff. Wharfage is applied to all inbound and outbound cargo.
- b. WHARFAGE REPORTS – Wharfage from all docks, ramps and beaches is self-reported. Report and payment are due to the Homer harbor office by date stated on the Wharfage



- report. Report forms are available at the harbor office and on the City of Homer Port and Harbor website.
- c. EXCEPTIONS – No wharfage shall be charged to ship's gear, such as strong-backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. This shall also exclude cargo moving to or from alongside a vessel for loading or unloading, or cargo between any place on the Terminal which are handled on trucks, lighter, barges or any other means of conveyance to and from the terminal facility.
 - d. FUEL WHARFAGE – Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.
 - e. LOG WHARFAGE – Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However, if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product. Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the Tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25% deduct factor for defects and taper; that is gross scale minus 25% total deduct.
 - f. OVERSIZE WHARFAGE – One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded over the side of vessels directly to or from another vessel or to the water when vessel is berthed at wharf.
 - g. RESTOWED CARGO WHARFAGE – Restowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.
 - h. BONE DRY UNITS – A Bone Dry Unit (BDU) is defined as 1.2 bone dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs when dry.
 - i. APPLICATION – 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."



- j. RATE VALUES – Except as otherwise provided herein, rates apply per short ton which is 2,000 lbs., or per 40 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 F. net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier
- k. SCHEDULE OF WHARFAGE RATES – Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 40 cu.ft.

COMMODITY	WHARFAGE RATE (\$USD)
Aggregate (Gravel, stone, minerals)	\$1.00 per short ton
Agricultural Products (Grains, corn, legumes, etc.)	\$3.50 per short ton
Containerized Cargo	\$8.00 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) Up to 100 Short tons	\$7.96 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) Up to 1,000 Short Tons	\$6.00 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) In Excess of 1,000 Short Tons In Excess of 10,000 Short Tons	\$5.00 per short ton \$4.50 per short ton / negotiable
Freight N.O.S. (Barge Ramp and Beach)	\$5.14 per short ton
Freight N.O.S. (Fish Dock) ICE Fish Dock	\$14.50 per short ton \$14.50 per short ton
Hazardous materials, as established by Dept of Transportation materials commodity List. At location designated for loading, unloading or staging by USCG permit	\$8.00 per ton /Min. 1 ton
Livestock (horses, mules, cattle, hogs, sheep, goats, fowl)	\$10.12 per head
Petroleum	\$0.84 per barrel/\$0.02 per gallon
Poles, Logs, cant or cut	\$3.95 per thousand board feet
Seafood/Fish Products (regardless of species)	\$4.76 per short ton

- (1) Finished lumber per MBM (Note: Industry standard conversion formulas shall be used in converting pounds to board feet measure.)
- (2) In absence of board feet measure on bill of lading, a loadout rate will be assessed by converting the weight of logs to board foot measure, for the average diameter of logs (small end diameter) in accordance with the following table for white spruce logs:

Scaling Diameter of Logs-Inches	Weight per Board Feet-Pounds
8"	14.5
12"	11.5



16"	9.5
20"	8.5
24"	7.8

Kiln dried lumber: Three pounds will equal one board foot measure.

13.02. DEMURRAGE

- a. APPLICATION – Demurrage shall be assessed against cargo remaining in or on terminal facilities after the expiration of free time, unless arrangements have been made for storage.
- b. RATE – Demurrage will be assessed at a rate of nine cents (\$.09) per square foot per day, based on the “foot print” occupied by cargo in the laydown area. For cargo with overhangs, the footprint plus the area under the overhang that is unusable for other storage will be assessed.

13.03. FREE TIME

- a. APPLICATION – Free time is the specified period during which cargo may occupy space assigned to it on terminal property free of demurrage or terminal storage charges, immediately prior to the loading, or subsequent to the discharge, of such cargo from the vessel. Free time periods may be adjusted or changed at any time by the Harbormaster.
- b. FREE TIME PERIODS – Free time is calculated inclusive of Saturdays, Sundays or holidays. Free time starts the first 7 A.M. after freight is received or unloaded onto the Terminal from car, truck, or, in the case of freight received from a vessel, the first 7 A.M. after completion of vessel's discharge. When freight is transshipped between deep sea vessels and involves application of a long and short free time period, the longer period shall be used, but not the aggregate of any two free time periods. Free time of 3 days will be allowed on all inbound traffic. Free time of 3 days will be allowed on all outbound traffic.

RULE 14 – MISCELLANEOUS RULES: Smoking, Property Damage, Defacement, Animals

14.01. SMOKING PROHIBITED – No smoking shall be allowed on any wharf, pier or in any port or harbor facility, during fueling operations or at any time on any fuel station. Persons violating this rule may be barred, at the discretion of the Harbormaster, from the further use of any wharf or facility and, in addition, shall be subject to prosecution under applicable Federal, State and Municipal laws.

14.02. DAMAGE TO PROPERTY – Users damaging City docks, floats, ramps, or other property of the City of Homer will be responsible for cost of repairs. User will be billed for repairs to damaged property at cost, including overhead.

14.03. NO POSTING OR DEFACEMENT – No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose 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.

14.04. ANIMALS – All dogs or other animals will at all times be under the physical control of the owner or person in charge of the animal in accordance with 20.08.020 of the City Code.

RULE 15 – CHARGES: Applications, Rules & Regulations

15.01. SALES TAXES – All rates in this Tariff will have a combined Borough and City sales tax applied. Exceptions: The load and launch ramp daily fee, seasonal launch ramp fee, and vehicle parking permits fees all have the Borough and City sales taxes included in the fee for ease of collection.

15.02. SERVICE CHARGES – A service charge is assessed, in addition to other charges set forth in this Tariff, for specific services provided by the City of Homer or its agents.

15.03. RESPONSIBILITY FOR CHARGES – The vessel, its owner or agents, shippers or consignees, and the owner of cargo on the vessel shall be jointly and severally responsible for payment of charges named herein. Payment responsibility applies without regard to the provisions of bills of lading, charter party agreements, contracts or other conflicting provisions.

15.04. PREPAYMENT, TIME OF PREPAYMENT, ACCEPTABLE SECURITY – All charges for services rendered by the Port or for the use of terminal, dock and harbor facilities are due and payable in United States currency as they accrue upon completion of such services or uses. Failure to pay an invoice when due shall render the account delinquent and subject to legal collection efforts. The Harbormaster may require payment in advance of any or all charges prior to rendering services or granting use of terminal, dock or harbor service.

15.05. CHARGES ON DELINQUENT ACCOUNTS – All invoices, except for damages to City of Homer property will be declared delinquent 45 days after billing date (Statement date) and will be charged interest at the rate of 10.5% per annum (.875% per month).

15.06. DELAYS AT BERTH – Delays occasionally associated with loading, unloading, receiving or delivering freight, or the berthing of vessels as a result of harbor, terminal or dock congestion, equipment failure or breakdown, or combinations of issues will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.

15.07. COSTS RELATED TO STRIKES OR CIVIL ACTIONS – Strikes of any persons in the employ of the City of Homer or other parties, arising from any other cause not reasonably within the control of the City of Homer, will not excuse the owners, shippers, consignees or carriers of the freight or vessel from full wharfage, demurrage, berthing, terminal, dock or harbor charges or expenses which may be incurred as a result of such actions.



RULE 16 – RATES: Labor, Towing, Pumping, Equipment, Special Services, Sewage, Third Party Billing, Search & Rescue

16.01. LABOR/PERSONNEL

- a. City Labor-When labor is furnished by the City at the request of a user it is expressly stipulated that the City acts as agent of the user. The City shall charge for labor provided by the City for the following services not specifically described in this Tariff:
 - i. Rates Not Specified-Services for loading, unloading, or transferring cargo for which no specific commodity rates are provided and which cannot be performed at the rates named N.O.S. as well as cargo in packages or units of such unusual bulk, size, shape or weight as to preclude performing such services at rates named under individual items of this Tariff.
 - ii. Services for which no specific commodity rates are provided and any other services for which specific rates are named in this Tariff because of unusual conditions or requirements of shippers not normally incidental to such services preclude the performance.
 - iii. Services of cleaning City docks or terminal facilities of dunnage, stevedore gear, and other equipment or material when the shipper, vessel owner or consignee fails to promptly clear the facility as requested by the Harbormaster.
- b. Application Period-When a user notifies the Harbormaster for labor for a specific time and labor is on the job ready for work at that time, labor costs shall be charged from the time the labor is ready for work until the work is concluded even if the work is delayed through no fault of the City.
- c. Rates-All labor provided by City personnel shall be charged at \$102.00 per hour. (½ hour minimum at \$51.00). Work requiring call-outs shall be charged at a minimum of two hours.

16.02. TOWING SERVICES – Towing inside of the Small Boat Harbor shall be assessed at the following rates:

- a. Skiff with operator ½ hour \$68.00
- b. Skiff with operator 1 man hour \$102.00. Any additional personnel required will be charged at rate of \$102.00 per hour.

16.03. PUMPING VESSELS – Use of Electric Pump is \$40.79 per day or portion of day. Use of gas pump is \$69.97 per hour, minimum charge of one hour, which includes attendant time.

16.04. EQUIPMENT – City Equipment-When the City utilizes their equipment to provide services; it will charge users for the cost of that equipment on an hourly basis.



16.05. SPECIAL SERVICES – Special services including waste, bulk oil, or garbage disposal shall be billed at the City’s actual cost, including City labor costs, plus 125% of City costs for services. This includes the costs for outside services arranged and paid for by the City. Except where otherwise required by law, the Harbormaster has the authority to provide, arrange for or refuse the provision of services in addition to those set out in this Tariff.

16.06. SEWAGE – Special services shall not include the taking or handling of sewage of any kind. Sewage disposal must be accomplished by the vessel owner or his agent pursuant to Federal, State and Municipal laws, codes and ordinances.

16.07. THIRD PARTY BILLING ADMINISTRATIVE FEE – The City requires charges be billed to the vessel receiving the services. If arrangements are made with the Harbormaster for third party billing, a 5% Administrative Fee will be assessed to the vessel receiving services.

16.08. SEARCH AND RESCUE/EQUIPMENT & PERSONNEL – In addition to other Tariff provisions, when the City utilizes City equipment and personnel to provide search and rescue assistance to vessels including towing, outside of the Homer’s Port and Harbor, the Harbormaster may charge users of those services \$102.00 per hour for skiff and operator for the first hour on any part, and for additional search and rescue assistance beyond one hour.



SECTION II

Pioneer Dock and Deep Water Dock

Rules, Regulations, & Rates

RULE 17 – DOCKS: RULES AND REGULATIONS

17.01. RESPONSIBILITY LIMITED – No person other than employees of the holders of authorized Terminal Use Permits or Special Use Permits shall be permitted to perform any services on the Pioneer Dock or the Deep Water Dock except on written authorization of the Harbormaster. The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

17.02. TERMINAL USE PERMITS – Handling, loading and unloading services are provided by independent agents at all terminal facilities covered by this Tariff. An annual Terminal Use Permit is required for any qualified agent desiring to provide longshoring services (loading and unloading ships) at the terminal facilities. Terminal Use Permit holders only shall report and pay monthly to the City a permit fee equal to five percent (5%) of Permit charges invoiced to a customer for all handling, loading and unloading services.

17.03. APPLICATION FOR BERTHING – All vessels, or their owners or berthing agents, desiring a berth at the Deep Water Dock and Pioneer Dock shall, within a minimum time of twenty-four (24) hours, make advance application for berthing (namely a Berth Scheduling Request Form). Priority is given to dock use when reserved in advance. Reservation of dock use must specify the dock requested, arrival and departure dates, billing information, email address and the nature and quantity of the freight to be loaded or discharged.

- a. Preferential berthing rights may be accorded by-contract.
- b. Berth Requests may require the timely filing of financial responsibility information in accordance with, and otherwise governed by, the terms and conditions set forth in this section.
- c. The berthing agent shall be held personally liable to the City of Homer as a result of the agent's failure to accurately report the information submitted on the Berth Request.
- d. Should any information change after submission of an application, the owner or berthing agent shall promptly file an amended Vessel Berthing Application with the Harbormaster before such berthing takes place.

17.04. TUG REQUIREMENT AND SPEED LIMITATIONS – Vessels berthing or departing docks subject to the Tariff must use sufficient tugs so vessel can be berthed or removed in a safe manner. Berthing



speed shall not exceed the maximum speed allowable for the tonnage or displacement of the vessel by the design of the facility.

17.05. MOORING AT PIERS – Tying to piling is prohibited. All vessels using the Deep Water Dock and Pioneer Dock will use bits and bollards provided.

17.06. DEEP WATER DOCK MAXIMUM CAPACITY – The Deep Water Dock (DWD) has the following maximum fender capacity:

Homer Deep Water Dock Fender Capacity									
Berthing Contact at Interior Fenders									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
8000	7500	3.4	200	1	2	0.88	53	0.27	0.5
44000	40000	1.3	78	0.4	0.77	0.38	23	0.12	0.2
72000	65000	0.9	54	0.27	0.53	0.26	16	0.08	0.2
Berthing Contact at Corner Fender									
Vessel Weight (displacement)		Max forward velocity @ 15 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
17000	15000	8.4	500	2.6	5	1.5	90	0.46	0.9
44000	40000	3.5	210	1.1	2	0.9	54	0.27	0.5
72000	65000	2.5	150	0.8	1.5	0.7	42	0.21	0.4
Berthing Contact with Foam Camel Fenders Deployed									
Vessel Weight (displacement)		Max forward velocity @ 10 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
107000	97000	0.67	40	0.2	0.4	0.12	7.2	0.04	0.07

17.07. PIONEER DOCK MAXIMUM CAPACITY – The Pioneer Dock has the following maximum fender capacity:

Homer Pioneer Dock Fender Capacity									
Vessel Weight (Displacement)		Max forward velocity @ 20 degrees				Max velocity perpendicular to dock			
Short Ton	Metric Ton	ft/s	ft/min	m/s	knot	ft/s	ft/min	m/s	knot
20000	18000	1.20	72.00	0.37	0.71	0.41	24.62	0.13	0.24
40000	36000	0.87	52.20	0.27	0.52	0.30	17.85	0.09	0.18
60000	55000	0.68	40.80	0.21	0.40	0.23	13.95	0.07	0.14
80000	73000	0.60	36.00	0.18	0.36	0.21	12.31	0.06	0.12

(Note: Vessel weight or displacement is the total weight of the vessel including hull, machinery, and all contents at the dock.)



17.08. NON-CITY EQUIPMENT – No non-City owned mobile cranes or boom trucks may be brought onto the Deep Water Dock or Pioneer Dock for use in loading/unloading without advance Harbormaster approval.

17.09. RAT GUARDS – The vessel shall deploy, properly affix and maintain rat guards on all mooring lines after berthing and when alongside piers as required.

17.010. VESSELS ALONGSIDE – The vessel is responsible, at all times, for keeping mooring lines of vessels alongside, tightly secured whenever supply vessels, bunker barges or other vessels are tied up alongside.

17.011. WINCHES – The vessel is responsible, at all times, for tending mooring winches to insure that the vessel is adequately moored alongside the berth. This shall include the frequent inspection of constant tension winches.

17.012. ADEQUATE CREW ABOARD – All vessels berthed at piers controlled by the Port shall at all times have sufficient crew to comply with orders issued by the Port and to tend to mooring lines or move the vessel at all times.

17.013. WEATHER AND TRAFFIC – The vessel shall, at all times, pay strict attention to weather conditions, water levels, currents, condition of mooring or other circumstances while at facilities. In the event of surge, operations as well as access to/from the vessel may be suspended and the gangway removed until any vessel surge has abated. The Harbormaster may require a vessel to get underway from facility if weather dictates to avoid facility damage.

17.014. LIGHTS AT NIGHT OR IN RESTRICTED VISIBILITY – All vessels, barges, cranes and other equipment, while anchored or moored at the Port, must show lights in accordance with applicable Federal, State and Municipal laws, rules and regulations.

17.015. LINEHANDLING – Line handling services may be contracted through a permitted stevedore or other approved provider.

17.016. VESSELS ALONGSIDE – The vessel is responsible, at all times, for keeping mooring lines of rafted vessels, tightly secured whenever supply vessels, bunker barges or other vessels are tied up alongside.

RULE 18-DOCK SECURITY

18.01. REGULATORY APPLICABILITY – The Maritime Transportation Security Act OF 2002 (33 CFR Parts 101, 102, 103, 105 ET AL) applies to the Port of Homer. Those vessels subject to the Act are required to interface with the Port. The Maritime Transportation Security Act and US Coast Guard/Federal Regulations (33 CFR part 105) applies to the Port of Homer. The Port operates the terminals under a Facility Security Plan approved by the US Coast Guard. The Port by advance



notification to U.S. Customs and Border Protection is a border entry point, and all persons, effects, and vehicles are subject to search under Federal Statute 19 US Code Section 482.

18.02. DECLARATION OF SECURITY – Declaration of Security (DOS) when required under the US Code of Federal Regulations will be signed by the Vessel Security Officer and the Facility Security Officer or designee where the DOS is required. The vessel and Port will comply with all items agreed to on the DOS while in Port.

18.03. NOTIFICATIONS – Regulated vessels 33 CFR 104 rules require that the vessel will notify the Port if any crew or passengers intend to disembark and provide the names of all personnel leaving the ship. The vessel will provide advance notification of any visitors, and stores or goods to be delivered to the vessel while in the Port. The vessel must notify the Port and the US Coast Guard of any maritime incidents while in the Port.

18.04. SEARCHES – All vehicles and persons permitted to travel on piers may be searched prior to being permitted into the Terminal by security personnel.

RULE 19-DOCK -CONDITIONS OF BERTHING /BERTH REQUESTS

19.01. PAYMENT DUE – Unless otherwise arranged, 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 Harbormaster six days prior to the vessel's scheduled arrival or at such time as may be authorized or directed by the Harbormaster, but in all cases in advance of actual services rendered.

19.02. CREDIT OR SECURITY – The Harbormaster 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 berthing agent to the satisfaction of the Harbormaster, and:

- a. That the party responsible has established credit worthiness acceptable to the Harbormaster; or
- b. Adequate security, acceptable to the Harbormaster 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 Harbormaster is credit worthy, has personally accepted financial responsibility for the applicable charges.

19.03. ESTIMATE REQUIRED-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 there for.

19.04. APPROVAL REQUIRED – All estimates of terminal and dockage charges are subject to approval and/or adjustment by the Harbormaster.



19.05. ACKNOWLEDGEMENT – The Harbormaster shall promptly, after receipt of the berthing application form, advise the berthing agent as to its approval or provide an adjusted estimate of terminal charges. The Harbormaster will also advise whether posting of cash or security is required for any one or more categories of such charges and the amount due.

19.06. COMPLIANCE – 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 Homer.

19.07. TEMPORARY BERTHING – For safety or other reasons, the City of Homer 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 the Harbormaster determines that a regular berth is available. The owner shall pay all applicable charges and shall comply with all other Tariff provisions and conditions of berthing. If no regular berth is available, or the vessel owner or agent has not answered all financial responsibilities as required by the Harbormaster, the vessel may not unload its cargo and shall depart as soon as possible. The vessel shall be assessed appropriate fees as set forth in this Tariff.

RULE 20 – DOCK BULK PETROLEUM PRODUCTS

20.01. APPLICATION OF TARIFF – Except as otherwise provided in this section, the rates, rules and regulations published in other sections of this Tariff apply to vessels, shippers, and consignees of Bulk Petroleum Products.

20.02. CLEARING AND HEATING PETROLEUM LINES – Shippers, consignees, or vessels and persons in charge are responsible for providing steam or other heating means to assure the proper flow of asphalt and other petroleum products requiring heat. Shippers, consignees, or vessels and persons in charge will be responsible for clearing all petroleum products from lines located on or adjacent to any Terminal facility after a vessel completes loading or discharge unless otherwise authorized by the Harbormaster.

20.03. REGULATIONS GOVERNING PETROLEUM PRODUCTS – The transfer of bulk petroleum products shall be made in compliance with City of Homer Code provisions including Chapter 5.20 (Fire Prevention), as well as other Federal, State and Municipal laws, rules or regulations.

20.04. SPILLS AND CONNECTIONS – Flammable liquids and all hydrocarbons leaked or spilled on wharves shall be cleaned up immediately. Vessels or consignees shall remove temporary lines immediately upon completion of receipt or discharge of flammable liquids. Spillage from disconnected lines shall be cleaned up immediately by vessel or consignee.

20.05. MANIFEST REQUIREMENTS – Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees



or consignors and the weights or measurements of all freight loaded or discharged at the docks, terminal or harbor facilities of the City of Homer. Such manifests must be certified as correct by an authorized official of the company and must also designate the base weight or measurement on which ocean freight was assessed. In lieu of manifests, freight bills containing all information as required above may be accepted.

20.06. BERTH OCCUPANCY – Vessels may occupy a berth, subject to charges named in this Tariff providing such vessel shall vacate the berth upon demand by the Port. Vessels refusing to vacate berth upon demand may be moved by tug or otherwise, and any expense, including damages to other vessels or to the facility during such removal, shall be charged to the vessel so moved. Vessels at berth engaged in loading or discharging cargo may be required to work overtime at the discretion of the Port. Overtime differentials shall be the responsibility of the vessel's owners, agents or operators.

20.07. PREFERENTIAL BERTHING, PIONEER DOCK – Preferential privileges per agreements are given to the Alaska Marine Highway System ferry vessels for docking on the face of the Pioneer Dock and the U.S. Coast Guard vessel assigned for docking on the northwest trestle berth of the Pioneer Dock.

RULE 21 – DOCK FUELING & BUNKERING AT THE PIONEER DOCK & DEEP WATER DOCK

21.01. SPECIAL TERMINAL USE PERMIT AND REQUIREMENTS: For Petroleum Product Transfer – Fueling vessels at the Pioneer Dock and the Deep Water Dock by truck or vessel is permitted with the permission of the Harbormaster and the completion of a Special Terminal Use Permit. The Special Terminal Use Permit shall be completed annually with an annual permit issuance fee of \$200. In addition, the Permittee shall file timely fuel wharfage reports stating the gallons of petroleum product dispenses with the required payment.

21.02. INSURANCE – Vendors shall provide proof of liability insurance to the Harbormaster, naming the Port as co-insured. The level of insurance shall be determined by the Harbormaster whose decision shall be final.

21.03. SMOKING – Smoking shall not be allowed on vessel weather decks or the pier during fuel transfer operations.

21.04. SIGNAGE – Proper signage stating “No Smoking, No Visitors, No Open Lights” shall be posted at the head of the gangway on the pier during fueling operations in conformance with Federal Regulations. The Permittee shall observe all rules and signs posted at the Port, including “No Smoking” signs posted at the marine terminal and all U.S. Coast Guard Safety Requirements, whether or not they are posted.

21.05. FIRE FIGHTING EQUIPMENT – Prior to transfer operations, at least two ship fire hoses shall be laid out and connected to the fire main nearest the transfer station; one forward and one aft. At least two handheld dry chemical fire extinguishers shall be conveniently placed for use at the vessel's manifold. The Permittee shall keep fire lanes clear and maintain fire control equipment in a readily accessible location.



21.06. SPILL PLAN – An oil spill response and contingency plan must be filed with the Port in advance for review by the Harbormaster.

21.07. CONTAINMENT – Permittee shall outfit its delivery trucks with spill containment and/or clean up equipment and materials sufficient to contain and clean up spills of petroleum products that may occur from its operations. Proper spill containment must be provided by the vessel at or near the manifold, including if necessary plugging of vessel scuppers.

21.08. COMMUNICATIONS – The vessel and vendor shall maintain direct communications with each other at all times during transfer operations.

21.09. NOTICES – The Harbormaster shall be notified in advance that fueling operations will take place. In the event of a spill on board or into the water it is the vessel Master's responsibility to shut down operations, contain the spill, immediately notify the US Coast Guard, the harbormaster and other required Federal, State and Local authorities.

21.010. ACCESS TO VESSEL DURING FUELING – Access to the vessel by way of the gangway will not normally be prohibited during fueling operations. The Harbormaster shall prohibit access to the vessel if, in his/her opinion, an unsafe situation has developed or is developing.

21.011. FLAGS AND LIGHTS – During fueling operations a “Bravo” flag shall be flown on the vessel where clearly visible. A red light shall be displayed on the mast in times of darkness or restricted visibility.

21.012. EMERGENCY SHUTDOWN – If the Harbormaster, vessel Master or Person in Charge (PIC) of fueling operations finds cause or suspects a cause of an unsafe condition, or the potential of a spill, the transfer operations shall immediately stop. Transfer operations shall also be stopped during thunderstorms.

RULE 22 – DOCK RATES

22.01. DOCKAGE RATES – Vessels are charged by their length over all and by the calendar day. For billing purposes, the LOA shall be obtained from the vessel's Certificate of Registry or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

0' to 100'	\$338.00	101' to 200'	\$506.00	201' to 300'	\$788.00
301' to 350'	\$1005.00	351' to 375'	\$1,098.00	376' to 400'	\$1,206.00
401' to 425'	\$1,337.00	426' to 450'	\$1,490.00	451' to 475'	\$1,604.00
476' to 500'	\$1,762.00	501' to 525'	\$1,996.00	526' to 550'	\$2,154.00



551' to 575'	\$2,334.00	576' to 600'	\$2,582.00	601' to 625'	\$2,957.00
626' to 650'	\$3,443.00	651' to 675'	\$3,917.00	676' to 700'	\$4,420.00
701' to 725'	\$5,119.00	726' to 750'	\$5,858.00	751' to 775'	\$6,644.00
776' to 800'	\$7,459.00				

22.02. SUPPLEMENTAL SERVICE CHARGE IN ADDITION TO DOCKAGE

- a. A service charge of \$52.00 will be assessed to each vessel in addition to the dockage rates above.
- b. A service charge of \$481.53 will be assessed for each Cruise Ship in addition to dockage rates above.

22.03. POTABLE WATER – Potable water furnished to vessels at the Deep Water Dock and Main Dock shall be assessed at the following rates:

- a. Quantity charge, \$38.81 dollars per one thousand gallons (minimum five thousand gallons).
- b. Scheduled deliveries will have a minimum charge of \$102.00 for combined connection and disconnection.
- c. Unscheduled deliveries will have a minimum charge of \$139.32 for combined connection and disconnection.

22.04. CRANE – The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to the same charges and usage requirements. See Section III for crane rules & rates.

22.05. REGULATED GARBAGE HANDLING

- a. APPLICATION – Regulated garbage, as per the Code of Federal Regulations, is garbage from foreign going vessels that contains, or that is suspected of containing, food scraps or food waste.
- b. REQUIRED DOCUMENTS – Foreign flagged vessels not in possession of a valid USA Customs issued “purge document” and who are requesting to dispose of regulated garbage are required to have their agent contact the Port of Homer prior to arrival for a contact list of qualified Terminal Use Permit vendors capable of providing this specialized service. Only qualified and approved vendors will be allowed to remove regulated garbage.



SECTION III

Fish Dock

Rules, Regulations, & Rates

RULE 23 – FISH DOCK RULES AND REGULATIONS

23.01. USE OF FISH DOCK BY COMMON CARRIERS – The use of the Fish Pier Dock by Common Carriers ~~vessels~~ is prohibited.

23.02. FISH DOCK USE – ~~The Fish Dock is to be used primarily for the loading and unloading of fish, fish products and fishing gear. Any other use must be approved in advance by the Harbormaster. The Fish Dock is an open access dock. Use of the Fish Dock is on a first come / first served basis but the loading and unloading of fish and delivery of ice at the City's ice delivery station between cranes 4 and 5 will have priority. Vessel owners are encouraged to communicate and cooperate with other Fish Dock patrons to avoid congestion.~~

23.03. RESPONSIBILITY LIMITED – ~~No person other than employees of the holders of authorized Fish Dock Use Permits shall be permitted to perform any services on the Fish Dock.~~ The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

23.04. USE OF VESSEL OR MOBILE CRANES – Cranes located onboard the vessel moored at Fish Dock may be utilized for loading/unloading the vessel only with prior approval granted by the Harbor staff on duty. No non-City owned mobile cranes mounted on the back of a truck may be brought onto Fish Dock for use in loading/unloading without advance Harbor staff approval. If approved, these trucks for hire must have a Terminal Use Permit to operate on any terminal facility. Mobile cranes mounted on the back of a truck may not work over side unless they are certified and inspected for that purpose by the State of Alaska.

23.05. NO UNATTENDED VESSELS AT THE FISH DOCK – Vessels moored at Fish Dock must have sufficient crew on board to move the vessel upon request or direction of Harbor staff. A fee of one hundred fifty dollars (\$150.00) per hour will be assessed against the owner or operator of a vessel per hour left unattended at Fish Dock that obstructs access to the Fish Dock by other vessels.

RULE 24 – FISH DOCK USE PERMITS

24.01. FISH DOCK USE PERMITS – An annual Fish Dock Use Permit is required for any qualified agent desiring to provide services (loading and unloading vessels) at the Fish Dock facilities of the City of Homer. Applied and approved Fish Dock Use Permit holders shall pay an annual \$5.00 permit issuance fee plus provide the required insurance and state permitting documents.



24.02. WHARFAGE – Seafood wharfage, regardless of species is self-reported and paid monthly by Fish Dock Permit Holders. Freight NOS, Non-seafood wharfage at the Fish Dock is also self-reported and paid monthly. Fishing gear is free from wharfage. Ice brought onto the Fish Dock in totes or transferred to boats at the dock shall be charged wharfage at the Ice Wharfage rate, unless this is ice that was purchased from the City Ice Plant. Wharfage rates are listed under Fish Dock Rates.

RULE 25 – FISH DOCK CRANES

25.01. CRANE ACCESS CARD-Every person or business using a crane on the Fish Dock shall first obtain an electronic crane access card from the City. All crane access card holders shall:

- a. Complete the required training,
- b. Sign an agreement(s) to comply with all crane use policies,
- c. Pay the annual access card fee as well as actual crane time set forth in this subsection

RULE 26 – FISH DOCK RATES

26.01. GENERAL LIST OF FEES AS SET BY THE HOMER CITY COUNCIL

- a. Annual Access Card (Private License) \$52.00 per year
- b. Card replacement fee \$15.00 per occurrence
- c. Cold Storage Lockers #2-#8 (8 feet X 10 feet) \$334.75/month
- d. Cold Storage Rate (2 consecutive months) \$309.00/month
- e. Cold Storage Rate (3 consecutive months) \$283.25/per month
- f. Cold Storage Rate (9 month season) \$257.50 per month
- g. Cold Storage Locker #9 (10'X22') \$920.90/month
- h. Cold Storage Locker #9 (2 consecutive months) \$849.60/month
- i. Cold Storage Locker #9 (3 consecutive months) \$778.90/month
- j. Cold Storage Locker #9 (9 month season) \$708.20/month
- k. Inspections \$ 50.00 per hour
- l. Bait Storage Fee per bin (4x4x4)
 1. Per Day \$5.15
 2. Per Week \$25.75
 3. Per Month \$77.25
- m. Fish Dock Crane (Minimum 15 minutes) \$90.64/hour
- n. Ice (Accumulated throughout year. Accounts reviewed each Dec. for rate adjustment based on previous year's actual tons of ice purchased.)
 1. 0>100 tons \$130.90 per ton
 2. 101>300 tons \$128.00 per ton
 3. 301>500 tons \$124.00 per ton
 4. 501>700 tons \$121.00 per ton
 5. 701>1000 tons \$118.00 per ton
 6. Over 1001 tons \$115.00 per ton



o. Wharfage for Seafood	\$4.76/ton or \$.00238/lb
p. Ice Wharfage (not purchased from City)	\$14.50/ton
q. Freight NOS Non-seafood Wharfage at Fish Dock	\$14.50/ton



SECTION IV

Small Boat Harbor & Upland Facilities

Rules, Regulations, & Rates

RULE 27 – SMALL BOAT HARBOR RULES & REGULATIONS

27.01. MAXIMIZATION OF FACILITIES – The Homer Port and Harbor is often congested and it is the policy of the City of Homer to provide for the maximum public use of available facilities. The Harbormaster shall have discretion to implement that policy.

27.02. MOORAGE AGREEMENTS – As a condition to securing mooring space in the Homer small boat harbor, a signed Moorage Agreement must be on file with the Harbormaster's office. There are separate forms for Reserved Stall vessels and for Transient vessels. By completing the Moorage Agreement, the applicant agrees to the terms and conditions. Providing false or misleading information on the Moorage Agreement is grounds for immediate termination of services.

27.03. UNDERWAY REQUIREMENT – On at least two days in each calendar year, separated by at least 60 days, a vessel moored in the Homer harbor shall depart under its own power from the Homer harbor and travel beyond the one-quarter-mile turning basin of the Pioneer and Deep Water Docks before returning under the vessel's own power to the Homer harbor. The moorage charge for a vessel that fails to comply with this requirement shall be increased by 50 percent commencing at the time the vessel fails to comply and continuing during the period of noncompliance.

27.04. TRANSIENT MOORAGE SPACE – transient moorage space throughout the Homer small boat harbor is designated by a yellow painted bullrail (approximately 6,000 lineal feet). There are no transient stalls. If there is no available transient space at the bullrail, a vessel is permitted to side tie to a vessel of similar size that is already secured to the bullrail.

27.05. RENEWING RESERVE STALLS – A written renewal letter is mailed to each Reserve Stall holder. Payment of fees, any updates to their contact information and current proof of ownership is required each year by October 1 to renew.

27.06. SEWAGE DISCHARGE – In the small boat harbor an Eco barge is staged during the summer months to transfer sewage from small boats.

27.07. STACK EMISSIONS – The visible emission of stack gasses or other emissions that contain any odors as deemed objectionable by the Harbormaster while berthed at the Port's facilities is prohibited.

27.08. SMALL BOAT HARBOR RESTRICTED SPEED – All craft shall restrict their speed to two miles per hour, no wake, while inside the Small Boat Harbor entering or leaving and shall operate at a reduced speed within one quarter mile of the docks outside the Harbor. 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, regardless of established speed limits.

27.09. PLACEMENT OF GEAR PROHIBITATION – The placement of fishing nets in the waters of the Homer Small Boat Harbor is prohibited. The physical limits of the “Small Boat Harbor” are set forth in this Tariff.

27.010. MOORING LINES – The vessel is responsible, at all times, for keeping all mooring lines tightly secured. Supplemental mooring lines and/or fenders may be required by the Harbormaster as conditions dictate.

27.011. AUTHORITY TO CHANGE MOORING CONDITION – If, in the opinion of the Harbormaster, any vessel or other watercraft, arriving, anchoring, moored or fastened to any wharf, pier, bulkhead, or another vessel in the Port of Homer, is so moored or placed in an unsafe or dangerous manner or impeding the proper operation of the facility, the Harbormaster is hereby authorized to order and direct the vessel or other watercraft to be moved or moored in an acceptable manner to prevent damage to City facilities. The Master or any other person having charge of such vessel or other watercraft shall immediately comply with such orders or directions as may be issued by the Harbormaster.

27.012. LIVE ABOARDS – No live aboard situations longer than three months are permitted in the Homer small boat harbor without the Harbormaster’s approval in writing after an evaluation of the sanitary, service and congestion problems that may be a result of such an arrangement. No long term (more than one year) will be allowed in the Homer small boat harbor.

27.013. BUSINESSES ON VESSELS IN HOMER SMALL BOAT HARBOR – No Bed & Breakfast, Air B&Bs, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the Homer small boat harbor.

RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE

28.01. APPLICABLE PERIOD – Mooring charges shall commence when a vessel is made fast to a wharf, pier, harbor float 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. A vessel moored in the Harbor at any time between 12:01 A.M. and 10:00 A.M. shall be charged a full day’s moorage. The Harbormaster may, in his discretion and with proper and appropriate advance notice, waive a daily rate for a vessel that will occupy mooring space for a minimum time. This applies if the Harbormaster determines the use of the public facilities by others will not be congested or adversely affected.

28.02. CALCULATION OF RATES – Mooring charges shall be calculated on the overall length of the vessel, (LOA), or in the case of a reserved stall, the length of the float stall assigned, whichever is greater. LOA shall be construed to mean the distance 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. For billing purposes, the LOA shall be obtained from the vessel's Moorage Agreement or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

28.03. APPLICATION OF RATES/WORK SKIFFS – All vessels in the Small Boat Harbor are subject to these moorage rates, **except** properly registered seine skiffs or work skiffs attached to the mother vessel. Work skiff is defined as a boat that is usually carried on the deck or super structure of the mother vessel and is regularly used in the commercial enterprise of the mother vessel. When work /seine skiffs are moored with the mothership, the combined length overall or beam may not exceed the allowed criteria for the size of stall. If it does exceed, the skiff must be moved to a transient area and moorage fees will apply.

28.04. MOORAGE RATES

- a. **The annual moorage fee for reserved moorage and transient moorage privileges is forty four dollars and eighty eight cents (\$44.88) per lineal foot** based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc.) plus a fifty dollar (\$50.00) administration fee. For a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration fee.
- b. All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster.
- c. A semi-annual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate plus a thirty three dollars and fifty cents (\$33.50) administration fee. Vessels that do not renew will automatically be charged the monthly rate if not removed after five days.
- d. The monthly transient rate will be 17% of the annual rate plus an eight dollars and fifty cents (\$8.50) per month administration fee. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.
- e. The daily transient rates are: 3% of the annual rate plus a one dollar and fifty cents (\$1.50) per day administration fee. Vessels that properly register and pay all moorage fees in advance may deduct five dollars (\$5.00) per day from the daily rate.



- f. Any moorage fee that expires for a registered (has a Moorage Agreement on file) or an unregistered vessel will, after five days, automatically be charged a monthly rate retroactive to the expiration date.
- g. Refunds for cancellations of reserved stalls and annual prepaid moorage are calculated using the number of months used times the monthly prepaid rate.

RULE 29 – RESERVE STALL ASSIGNMENTS IN SMALL BOAT HARBOR

29.01. CHANGING RESERVE STALL ASSIGNMENT OR STALL **SWAP** REQUEST – Reserve Stall holders can request to change the assigned stall within the same size floats. Fee for submitting a SWAP REQUEST is \$25.00. This is a onetime fee which stays on file until request is satisfied. This fee is neither refundable nor creditable to the reserved stall holder or the reserved stall account. The Harbormaster shall place the reserved stall change request on the swap list on a first-come, first-served basis.

29.02. CHANGE BOAT IN RESERVE STALL – Reserve stall assignments are made to a particular combination of vessel and owner/operator and are not assignable by the owner/operator. A stall holder who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to retain reserved use of the stall for a period of not more than one year from the date the stall holder lost possession, control or custody of the vessel so long as the stall holder has replaced the vessel with another vessel of appropriate size for the stall assigned. A Reserve stall holder may place another vessel of permitted size in the stall with permission of the Harbormaster and upon payment of the Change Boat fee of \$25.00. Reserve stall holder must complete a new Moorage Agreement and show proof of ownership, lease, or bill of sale within 12 months for the replacement vessel for the duration of the stall lease.

29.03. PREFERENTIAL USE – A Reserve stall assignment grants the holder the preferential use of the stall. In order to maximize the public's use of existing facilities, the Harbormaster has the authority to temporarily assign (hot berth) vessels to stalls normally used by another vessel when that vessel is out of the Harbor. No person shall sell, lease, 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.

29.04. SURVIVORSHIP – Upon the death of any reserved stall holder, reserved mooring privileges shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

29.05. SALE OR ASSIGNMENT – An individual or an entity can be assigned a reserve stall . An entity is defined as an LLC or legal partnership or corporation holding legal title to the vessel.

A sale, lease, transfer or assignment of a reserve stall by an individual owner is prohibited. The Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the



moorage agreement. Upon the death of individual owner, the stall may be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

An entity may not assign or transfer the reserve stall assigned to the vessel without written consent by the Harbormaster. Transfer or assignment of the reserve stall may only occur after the harbormaster determines that 1) the entity is in full compliance with the Reserve Stall Moorage Agreement; 2) there has been a change of ownership of an entity, or reorganization of an agency; and 3) the nature of the entity's business or enterprise, if applicable, and the use of the vessel and the stall will remain substantially the same after the transfer or assignment.

29.06. NOTIFICATION OF DEPARTURE/ARRIVAL – A vessel assigned a reserved stall should notify the Harbormaster when departing for more than 5 days. With 24 hour notice, reserve stall holders should notify the Harbormaster when vessel is returning to allow the harbor staff to clear the stall. If, despite reasonable efforts, the Harbormaster is unable to clear a stall due to congestion, high winds, or safety considerations, a reserved stall vessel may be required to temporarily use another moorage space as directed by the Harbormaster.

RULE 30 – SMALL BOAT HARBOR RESERVE STALL WAITING LIST

30.01. WAITING LIST FOR RESERVED STALL ASSIGNMENT – Vessels will be assigned a permanent reserved stall based on seniority position on waiting lists maintained by the Harbormaster's office. Separate waiting lists shall be maintained for the following size stalls:

20 Feet	24 Feet	32 Feet	40 Feet	50 Feet	60 Feet	75 Feet
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30.02. APPLICANT RANKING – The Harbormaster shall place applicants on the waiting list on a first-come, first-serve basis only upon receipt of all requested information and payment of the annual waiting list fee. There is a fee of \$30.00 per year per listing upon the waiting list(s) for a permanent reserved stall assignment. An individual may sign up at any time during the year and pay a prorated fee to the May 1 Stall Wait List due date. Nonpayment of the fee by the May 1 due date means automatic cancellation from the waiting list. The annual waiting list fee will be accepted only from the individual whose name appears on the waiting list. The fee is neither refundable nor creditable to stall applicant. An applicant or existing reserved stall assignee may be placed on one or more of these lists. An applicant need not own or operate a vessel to be placed on the waiting list.

30.03. NEW STALL ISSUES – In mid-October of each year, after all Reserve stalls are renewed and any SWAP requests have been satisfied, new stall offers to those on the stall wait lists are issued in the order they were received. New stall holder must complete and sign a Reserve Stall Moorage Agreement, pay the annual moorage and provide proof of ownership or a written lease agreement on the vessel. New stall holders have one year to obtain a vessel for the stall.

30.04. DECLINING STALL OFFER – If applicant does not want to accept the stall offer, it can be declined and the applicant will be placed at the bottom of the stall wait list.



30.05. SURVIORSHIP – Upon the death of a Stall Wait List applicant, the applicant's rank on the waiting list shall be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

30.06. CHANGE OF CONTACT INFORMATION – An applicant shall notify the Harbormaster in writing of any change of address or telephone number(s) immediately. Any individual, partnership, corporation or governmental agency may apply for use of a reserved stall. All applicants, except government agencies, shall designate a single individual whose name shall appear on the waiting list and who shall be responsible for payment of all fees. Any change in the individual designated may result in the applicant's loss of priority on the waiting list.

RULE 31-SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES

31.01. APPLICATION – With proper registration and specific permission from the Harbormaster, float planes may arrange for short-term moorage in the Homer Small Boat Harbor providing space is available. This is only allowed when ice and weather conditions prevent float planes from landing on Beluga Lake.

31.02. FEES – A fee in the amount equal to the daily rate for moorage of two (2) 24' vessels shall be assessed on a daily basis for float planes mooring within the confines of the Homer Small Boat Harbor. A monthly rate in the amount equal to the monthly rate for two (2) 24' vessels shall be assessed for float plane moorage for longer periods

RULE 32 – SMALL BOAT HARBOR ELECTRICITY

32.01. RESERVE STALL ELECTRICITY (per kilowatt) – Reserved stalls having a meter base at the berth shall be charged a meter availability fee.

- a. The meter availability fee will be \$23.95 per month.
- b. There will be an electrical usage charge cost per kilowatt determined by the Local public utility.
- c. Reserve stall assignees shall notify the Harbormaster of any period when the assigned vessel will not occupy the stall. The Harbormaster, upon payment of a \$28.80 connect/disconnect fee, shall discontinue charging the meter availability fee until the vessel returns.

32.02. TRANSIENT VESSEL WINTER POWER

- a. Transient Vessel Winter Power -Subject to availability, transient vessel may buy electrical power on a metered basis from October 15 to April 15. There will be a \$28.80 connect/disconnect fee.
- b. Metered transient vessels will be charged a meter availability fee of \$28.80 per month.



- c. There will be an electrical usage charge per kilowatt as determined by the Local public utility.

32.03. TRANSIENT VESSEL SUMMER POWER – Transient vessels shall be charged the following rates (where metered power is unavailable) from April 16 to October 14. The provided service is 110 volt, 220 volt, 208 volt 1 phase, 208 volt 3 phase & **480 volt 3 phase.**

Daily/Flat Rate 110v	\$10.20/calendar day (monthly rate after 15 days)
208v/single phase	\$20.12/calendar day (monthly after 17 days)
208v/3 phase & 480v	\$45.20/calendar day (monthly rate after 7 consecutive days)
Monthly Rate 110v	\$152.67
208v/single phase	\$341.70
208v/3phase & 480v	\$28.80 + kilowatts determined by local public utility

- a. Actual Consumption Charge-If a transient vessel consumes more electricity than would be covered by these flat rates, then such transient vessel shall be charged for the actual consumption. Vessels requiring conversion plugs may purchase them from at the Harbormaster's office for a nominal fee.

32.04. SYSTEM 5 ELECTRICAL SERVICE – 208 volt/3 phase & 480 volt electrical power is available at System 5 on a first come-first serve basis, for which the vessel will be charged the following rates:

- a. There will be an electrical usage charge per kilowatt hour as determined by the Local public utility.
- b. Vessels will be charged a meter availability fee of \$28.80 per month.
- c. **Vessels plugged in less than seven (7) consecutive days will be charged the daily rate.**

RULE 33 – SMALL BOAT HARBOR TIDAL GRIDS

33.01. USE OF TIDAL GRIDS – The City of Homer operates two tidal grids. The wooden grid is for vessels less than 60 feet in length. The steel grid is generally for use by vessels 60 feet or greater in length. Vessels over 60' may not use the wooden grid without specific approval of the Harbormaster. Vessels over 300 displacement tons or over 120' may not use the steel grid without specific approval of the Harbormaster. Vessels that remain on either grid after their scheduled tide may be assessed a 50% surcharge for each unscheduled tide. Use of the steel grid shall be charged at the minimum rate applicable for a 60' boat if a boat of less length is allowed to use this grid.

33.02. SANDBLASTING PROHIBITED – Sandblasting of vessel is not permitted on tidal grids; water blasting of vessel to remove barnacles or other marine growth is permitted provided that the water pressure used does not result in removal of paints onto the grid work platform or into the water of the Harbor.



33.03. RATES – The following rates apply to use of Tidal Grids:

- a. The rate per foot per tide is \$1.05 for vessels 0'-59'
- b. The rate per foot per tide is \$2.55 for vessels 60'-80'
- c. The rate per foot per tide is \$3.25 for vessels 81'-100'
- d. The rate per foot per tide is \$3.82 for vessels 101'-120'
- e. The rate per foot per tide is \$4.24 for vessels 121'-140'

33.04. USE OF TIDAL GRIDS – Use of the tidal grids must be scheduled in advance. For Steel Grid use, upon the discretion of the Harbormaster, prepayment is required. Prepayment may be refunded if cancellation of reservation is at least seven days prior to scheduled use. A working tide on the Steel Grid is defined as +1 and below.

33.05. WRITTEN PERMISSION FOR USE OF GRIDS – No vessel shall be moored onto the tidal grids until permission has been granted by the Harbormaster and the appropriate Utilization Agreement/Waiver and Release forms completed by User.

33.06. NO UNATTENDED VESSELS ON GRID – No vessels will be unattended while on the grids.

RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplies or materials. Rate for a single launch is \$13.00; a season pass covering April 1 to October 15 is \$130.00. The person who is obligated to pay the fee for using the load and launch ramp must make the ticket verifying payment available upon request, or display the seasonal permit on the port side of the permit holder's vessel. There is a \$20.00 per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps. Reserved stall holders are exempt from launch fees for the vessel assigned to and registered to the stall only, not for other boats owned by the same individual. At the Harbormaster's discretion, reasonable restrictions may be placed on the use of the public launch ramp.

RULE 35 – UPLAND STORAGE

35.01. APPLICATION – Upland storage area is primarily for fishing related gear and cargo laydown. No vehicle or boat trailers may be place on the upland storage area without prior permission of the Harbormaster.

35.02. AVAILABLE SPACE – The City of Homer may make available a limited area of land for gear storage on a first-come, first-serve basis. All storage assignments must be approved by the Harbormaster. Storage lots are a minimum of 1,000 square feet



35.03. RATE PERIODS – Charges shall be based on type of storage required, gear or equipment. No charge for storage shall be generated for free time of 3 days or less. Storage time beyond 7 days shall generate a full, one month charge. There are no prorated daily fees for storage. A storage month shall extend from a date in one calendar month to, but not including, the same date of the next and all succeeding calendar months. Less than one month's storage will be charged for the full month. The Harbormaster may negotiate storage contracts for six months or longer.

35.04. RATES – Fees for general storage are as follows:

Open Areas, fishing gear (unsecured)	\$.12 per square foot
Open Areas, non-fishing gear (unsecured)	\$.17 per square foot
Secure Storage	\$.22 per square foot

35.05. ARRANGEMENTS FOR STORAGE – Arrangements must be made in advance for the use of storage lots with the Harbormaster. Use of storage lots will be on a month to month basis. No prorated daily rates are allowed. Storage lot fees will be billed out to the renter until agreement is cancelled and lot is returned clean with all personal items removed. Unauthorized storage of gear is prohibited. Unauthorized stored gear or equipment may be removed by the Harbormaster at the owner's expense, may be subject to fines or may be billed out at the daily demurrage rate set by the Harbormaster.

35.06. IMPROPER ARRANGEMENTS – Equipment and materials stored without proper registration and advance payment will be charged according to storage fees or at demurrage rates at the Harbormaster's discretion.

RULE 36 – BOAT TRAILER STORAGE

36.01. SHORT TERM STORAGE – Short term storage of boat trailers not to exceed 7 days will be provided on a space available basis at no charge.

36.02. LONG TERM STORAGE – **Long term storage of boat trailers (8 or more days) is available in a designated lot for \$7/per foot per month. This is for trailers only, no boats on trailers or attached vehicles.**

RULE 37 – BEACHES AND BARGE RAMP

37.01. USE – The use of beaches and barge ramp under the City ownership or control for commercial barge vessel repair, equipment loading or similar purposes, must be approved by the Harbormaster. At the Harbormaster's discretion, reasonable restrictions may be placed on the use of the beach and barge ramp. Congestion, risk of loss of public or private property and public safety and/or response may result in restrictions. A beach use agreement will be filled out and signed by the user and Harbormaster prior to use of the beach.

37.02. APPLICATION OF FEES – The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same



rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is \$1.50 per day. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance..

37.03. CHARGES – Wharfage rates shall also apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances. See Wharfage, Section I, Rule 13.

37.04. DAMAGE – The user of any beach area or barge ramp must repair any damage to the beach or ramp and remove all debris. Failure to make such repairs and removal will result in repairs and cleanup by Harbor staff. The costs incurred by the Harbor staff will be fully charged to the beach user. Labor rate for the Harbor staff will be one hundred and two dollars (\$102.00 USD) per hour per person, plus appropriate equipment rental and material costs.

37.05. PROHIBITIONS – Sandblasting of vessels is not permitted on City beaches or barge ramps; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint materials are to be put into the water as a result of any maintenance done on the beach, ramp, on the tidelands or uplands.

RULE 38 – MARINE REPAIR FACILITY

38.01. HOMER MARINE REPAIR FACILITY – Facility can be utilized by vessels after approval by the Harbormaster. A User Agreement is required along with a Work Plan, proof of insurance and proof of ownership. The season for use of the Homer Marine Repair Facility is from September to May. Complete information can be found in the City of Homer Marine Repair Facility Policies and Best Management Practices document.

38.02. FEES

- a. UPLAND DRY DOCKAGE FOOTPRINT CALCULATION – Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
- b. UPLAND DRY DOCKAGE USE FEE PER MONTH (ANNUAL MOORAGE) – \$ 0.17 per square foot for vessels paying annual moorage in Homer Harbor
- c. UPLAND DRY DOCKAGE USE FEE PER MONTH (TRANSIENT MOORAGE) – \$ 0.20 per square foot for transient daily, monthly, semiannual moorage vessels
- d. UPLAND DRY DOCKAGE USE FEE PER MONTH (NO MOORAGE PAID) – \$0.25 per square foot for vessels not paying harbor moorage.
- e. ADMINISTRATION FEE – per month of Dry Dockage uplands usage: \$50.00



-
- f. BEACH LANDING FEE – per calendar day: \$1.50 per foot
 - g. VENDOR FEE – per calendar year: \$150.00
 - h. HARBOR LABOR FEE – \$102.00 per hour/\$51.00 minimum

RULE 39 – FISH DISPOSAL / GRINDING AND FEES

39.01. FISH GRINDING AND FEE-The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. Besides grinding sport caught fish carcasses collected at the fish cleaning tables, commercial enterprises self-report their fish carcasses brought to the facility. The rates for commercial enterprises are \$30/tote (approximately 1,000 lbs.) and \$5/tub (approximately 100 lbs.).

[END OF CITY OF HOMER PORT TARIFF]



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER
DATE: MAY 16, 2017
SUBJECT: FISH PUMP RFP FOR SOUTH TRESTLE

City Council has requested Port and Harbor Staff to re-advertise a request for proposals for a fish pump at the South Trestle of the Fish dock. Council asked that we “better define” the requirements of the RFP for any potential proposers.

Included in your packet is a copy of the original RFP that was advertised in April. Please review the document and come prepared with any suggestions you may have for this new RFP.

Recommendations

Make a motion to City Council that summarizes the Port and Harbor Advisory Commission’s discussion and opinion on a second RFP to operate a fish pump on the south trestle of the Fish Dock.

Attached: Original Fish Pump RFP Advertised April 2017

REQUEST FOR PROPOSALS
By the City of Homer, Alaska
For Operation of Fish Pump Services on the Homer Fish Dock

The City of Homer, Alaska is requesting proposals from qualified individuals or firms for the project and agreement proposal described herein. The City reserves the right to accept or reject any or all proposals, to waive irregularities or informalities in the proposals, and to award a contract to the respondent that best meets the selection criteria and the City's needs.

The following subjects are discussed in this RFP to assist you in preparing your proposal:

- I. Introduction
- II. Scope of Work
- III. Proposal Requirements
- IV. Other Provisions
- V. RFP General Requirements
- VI. Proposal Format and Content
- VII. Evaluation Criteria and Selection Process
- VIII. Proposed RFP and Award Schedule
- IX. Attachments

I. INTRODUCTION

The City of Homer is interested in making available two locations on the Homer Fish Dock for two qualified individuals or firms to operate, manage, and maintain fish pumping services under a memorandum of agreement with the City of Homer. Two successful proposers will be offered the opportunity to enter into three year agreements with two, 1-year options for renewal with the City to operate one of two separate fish pump stations: one on the north trestle and one on the south trestle of the Fish Dock. See Attachment #1 for a vicinity map of the area and Attachment #2 for a sample Memorandum of Agreement.

II. SCOPE OF WORK

- A. **Functional Requirements:** Successful proposers will operate, manage, and maintain one of the two fish pump stations located on the Fish Dock for the exclusive purposes of increasing fish offload speed for dock users, increase the volume of fish that crosses the dock, and providing a fish offloading service for hire. Proposers are encouraged to provide details on proposed installation of equipment, plans for winter/seasonal removal, have drawings, all of which should include at the minimum:

- Power Tie-In
- Pump Location
- Suction Discharge
- Any Connections to Dock
- Dewatering Box Location
- Dewatering Return Line
- Foam Reduction Efforts

Proposers must provide a suitable business narrative explaining how they intend to provide their services (see Section III(A): General Proposal Requirements) to the users of the Homer Fish Dock and that addresses the other sections outlined below.

- B. **Locations for Fish Pump Stations:** Two locations on the Homer Fish Dock are being provided for fish pumping services. Proposers are encouraged to inspect the two areas and specify in their proposal the

chosen location. **Only one proposal per location;** no one entity may control or be in contract with the City for both locations. Site descriptions are as follows:

- **North Trestle** – Homer Fish Dock’s northernmost trestle, situated nearest to the Wood Tidal Grid and Cranes #7 and #8. The designated location for the fish pump dewatering equipment is under the awning on the dock, and is approximately 41 feet by 36 feet. The actual fish pump will be located under the dock between Cranes #7 and #8. Proposers must complete their due diligence and inspect the area (see Attachment #4 for photos) and include in their Proposal Narrative how they intend to utilize the space.
- **South Trestle** – Homer Fish Dock’s southernmost trestle, situated nearest to Homer Spit Road and Cranes #1 and #2. Three areas are potential sites for fish pump equipment: 1) under the awning adjacent to the Ice Plant, 2) along the guard rail bordering Fish Dock Road, and 3) in the corner of the dock adjacent to Crane #1. The actual fish pump location will be under the dock between Cranes #1 and #2. Proposers must complete their due diligence and inspect the areas (see Attachment #5 for photos) to determine which location will meet their needs, and include in their Proposal Narrative how they intend to utilize the space.

- C. **Pumping Fish from Other Vessels:** The City recognizes that proposers to this RFP may be established businesses that have a selected fleet of fishing vessels they work with. Although it is common for said businesses to work exclusively with their fleet, it is the City’s goal to provide fish pump services to ALL fishing vessels that utilize Homer’s Fish Dock. Proposals must include a plan for providing fish pumping services for hire, and their plan for providing those services (example: scheduling for offloads around home fleet demands). Proposers that agree to and provide a plan for providing fish pumping services for hire will receive higher points as per the grading criteria outlined in this RFP.
- D. **Managing Truck Congestion:** It is a goal of the Port and Harbor to minimize congestion on the Fish Dock and Fish Dock Road, specifically pertaining to the loading and unloading of fish totes onto trucks. Proposers are required to address this issue and provide their firm’s plan on handling fish tote loading/offloading in a streamlined, efficient manner. Proposers are encouraged to submit creative ideas that offer a minimal impact on road/dock congestion.
- E. **Managing Vessel Congestion:** In addition to streamlining the unloading of fish from boats to trucks, another issue with fish pumping pertains vessels tying up to the dock longer than necessary for offloads. Some vessels attempt to remain at the Fish Dock after unloading to take on provisions such as groceries, water, ice, fleet provisions, etc. Proposers are encouraged to provide a plan for streamlining this process as well. Example: firms may provide the manpower to load provisions while offloading fish, and get the boat off the dock in a more expedited manner.
- F. **Term of Agreement:** Two successful proposers will be required to enter into two separate memorandums of agreement with the City of Homer for the North Trestle and South Trestle fish pump locations as early as March 14, 2017 for a three (3) year term with two, 1-year options to renew. The expiration date with no options of renewal will be December 31, 2021.

III. PROPOSAL REQUIREMENTS

- A. **General Proposal Requirements:** Every proposal narrative, to be deemed responsive, must contain the information requested in Section II: Scope of Work, and include but not be limited to the following:
 - 1. The name of the entity proposing fish pump operations and a description of the entity’s operations and services, including information on any ties to existing businesses operating in Homer or fishing vessel fleets.

2. The fish pump services proposed, including a detailed description of the proposed services, number of employees involved, scheduled hours, bases for determining rates, and any other details necessary for the City to understand the full scope of services and nature of operations proposed.
 3. The fish pump equipment that the entity proposes to install or manage. The description of fish pump equipment should include a description of maintenance expectations, scope of performance and performance limitations of the equipment, plans for equipment during the off-season, any and all components of the equipment and the function of these components.
 4. Drawings of the location and layout of the fish pump and any of its components. While it is unnecessary to submit engineered drawings at this time, the visual image should be adequate to demonstrate the anticipated location of the fish pump and any structural support.
 5. A brief analysis of how the proposed operations would affect the City, other Fish Dock users, the entity's own business forecasted outcomes for amount of fish tonnage going across the dock and potential fish tax that can be generated locally, and general City Port and Harbor operations.
- B. **Fish Dock Use Permit:** All successful proposers are required to complete and maintain an annual Fish Dock Use Permit with the Homer Port and Harbor Office to conduct business on the Fish Dock. A State of Alaska Fisheries Business License and Certificate of Insurance will be required to submit with the FDUP. The successful Proposer shall maintain in force at all times during their agreement with the City the following policies of insurance:
1. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.
 2. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.
 3. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.
 4. The insurance obtained shall name the City, its officers, and employees as additionally insured.
- C. **Equipment Storage Fees:** Per a memorandum of agreement, the City shall dedicate the agreed-to space for fish pumping to a successful proposer, who will be required to pay an equipment storage fee based on the square footage occupied during the months of operation. The current rate for fishing gear storage is \$0.15 per square foot per month, or any portion thereof. Firms are welcome to offer a higher square foot rate to make their proposal more competitive.
- D. **Seafood Wharfage Reporting & Recording:** Businesses that are loading/unloading seafood over the Fish Dock are required to submit monthly Seafood Wharfage Reports to the Port and Harbor Office along with payment; the current rate is \$4.76 per ton of seafood/fish product regardless of species. Wharfage on ice not produced by the City and used in the offloading/shipping process is also subject to monthly wharfage reporting and NOS Cargo Wharfage fees.

Successful proposers will be required to maintain and submit records of all products they load/unload across the Fish Dock on a monthly basis to the Homer Port and Harbor Office. This reporting ensures the responsible business will be billed for wharfage accordingly.

IV. OTHER PROVISIONS

- A. **Additional Permitting:** Permitting (if required) will be the responsibility of the fish pump's owner/operator and not the City.

- B. **Utilities:** All utilities, such as electricity, will be the responsibility of the successful Proposer. Potable water is available at both locations.

V. RFP GENERAL REQUIREMENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified below. Proposals that do not address the items listed in this request may be considered incomplete and may be deemed non-responsive by the City. Interested providers should submit their completed proposal using the following instructions:

One original and two (2) copies of the completed proposal in an opaque envelope marked as follows:

NORTH TRESTLE FISH PUMP SERVICES ON FISH DOCK RFP

Or;

SOUTH TRESTLE FISH PUMP SERVICES ON FISH DOCK RFP

Homer, Alaska

PROPOSAL DATED: _____

The Proposal submittals shall be addressed to:

City of Homer, City Clerk

491 E. Pioneer Ave.

Homer, Alaska 99603

Only one proposal per location, each in a separate envelope marked accordingly. Proposals shall be received at the Office of the City Clerk **no later than 4:00 pm, Thursday, March 2, 2017.** Please direct proposal submission questions to Jo Johnson, City Clerk, at (907) 235-3130. Please direct technical questions regarding this proposal to Bryan Hawkins, Port Director/Harbormaster in writing at bhawkins@cityofhomer-ak.gov, or 4311 Freight Dock Road, Homer, AK 99603.

Proposals received after the time fixed for the receipt of the bids shall not be considered. **All proposers must submit a City of Homer Proposal Holders Registration form to be on the Proposal Holders List to be considered responsive.** The Proposal holder registration form and the RFP package are available on line at <http://www.cityofhomer-ak.gov/rfps>.

There will be an optional meeting/teleconference held prior to the closure of the RFP. This will give all Proposers involved the opportunity for questions and answers with City Staff to ensure all information is open and concise. **The optional Pre-Close RFP meeting/teleconference will be held Tuesday, February 28, 2017 at 2:00 pm at the Homer City Hall Conference Room.** Proposers interested in participating via telephone can call in at the following number: Virtual Conference Room: 907-235-8121, Extension #2299. Callers will be on hold until meeting begins

VI. PROPOSAL FORMAT AND CONTENT

Letter of Transmittal (one page maximum): The transmittal letter shall briefly state the Proposer's understanding of the City's request, make a positive commitment to provide the professional services specified, and give the name, title, address, and phone number of the person(s) authorized to make representations for the firm. The letter shall be signed by a corporate officer or other individual who has the authority to bind the firm.

Proposal Narrative: The proposal narrative shall provide the following information:

1. Proposal Narrative: Specify in detail the Proposer's ability to fulfill all sections of this RFP, including but not limited to location selection, equipment being used, number of employees, ability to provide services to fishing vessels outside of the business's fleet, and plan for minimizing congestion on the Fish Dock and Fish Dock Road.
2. Proposed Project Schedule: A specific time schedule for fish pump installation, activity, and dismantling for the 2017 season, as well as for the remainder of the fishing seasons throughout the agreement's term.
3. Completed Fish Dock Use Permit: The required permit and its attachments are outlined under Section III: Fish Dock Use Permit. See Attachment #3 for the permit form.
4. Drawings/Plans of Fish Pump Equipment: Requirements detailed under Section II: Scope of Work must be addressed.

VII. EVALUATION CRITERIA AND SELECTION PROCESS

The City of Homer reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed or signed contract.

Additionally, per HCC 3.16.080, the City's Local Bidder Preference applies to this RFP. It is the intention of the City to show consideration to those who have a history of doing business with the Homer Harbor and on Fish Dock Road.

A selection committee will evaluate the proposals and make a recommendation to the City Council. Evaluators may discuss factual knowledge of, and may investigate proposer's prior work experience and performance. This includes information referenced in the proposal, available written evaluations, and contacted references that were listed or other persons knowledgeable of a proposer's past performance. Factors such as overall experience relative to the proposed contract, quality of work, cost control, and the ability to meet schedules may be addressed during the evaluation. Submittals will be evaluated and scored in accordance with the following criteria:

1. Proposed Plan to Fulfill RFP Requirements	20 points
2. Proposed Business Narrative	20 points
3. Firm's Experience Owning/Operating Fish Pumps	20 points
4. Completed Fish Dock Use Permits	20 points
5. Proposed Drawings	<u>20 points</u>
Maximum Score	100 points

The City of Homer reserves the right to award a contract to the highest ranked firm based solely on the written proposal or request oral interviews with a "short list" of the highest ranked firms. The highest ranked proposer will be invited to enter into negotiations with the City of Homer for the purposes of contract award. If an agreement with any proposer cannot be reached, the next highest ranked proposer may be contacted for negotiations. The City of Homer reserves the right to terminate negotiations with any proposer should it be in the City of Homer's best interest.

VIII. PROPOSED RFP & AWARD SCHEDULE

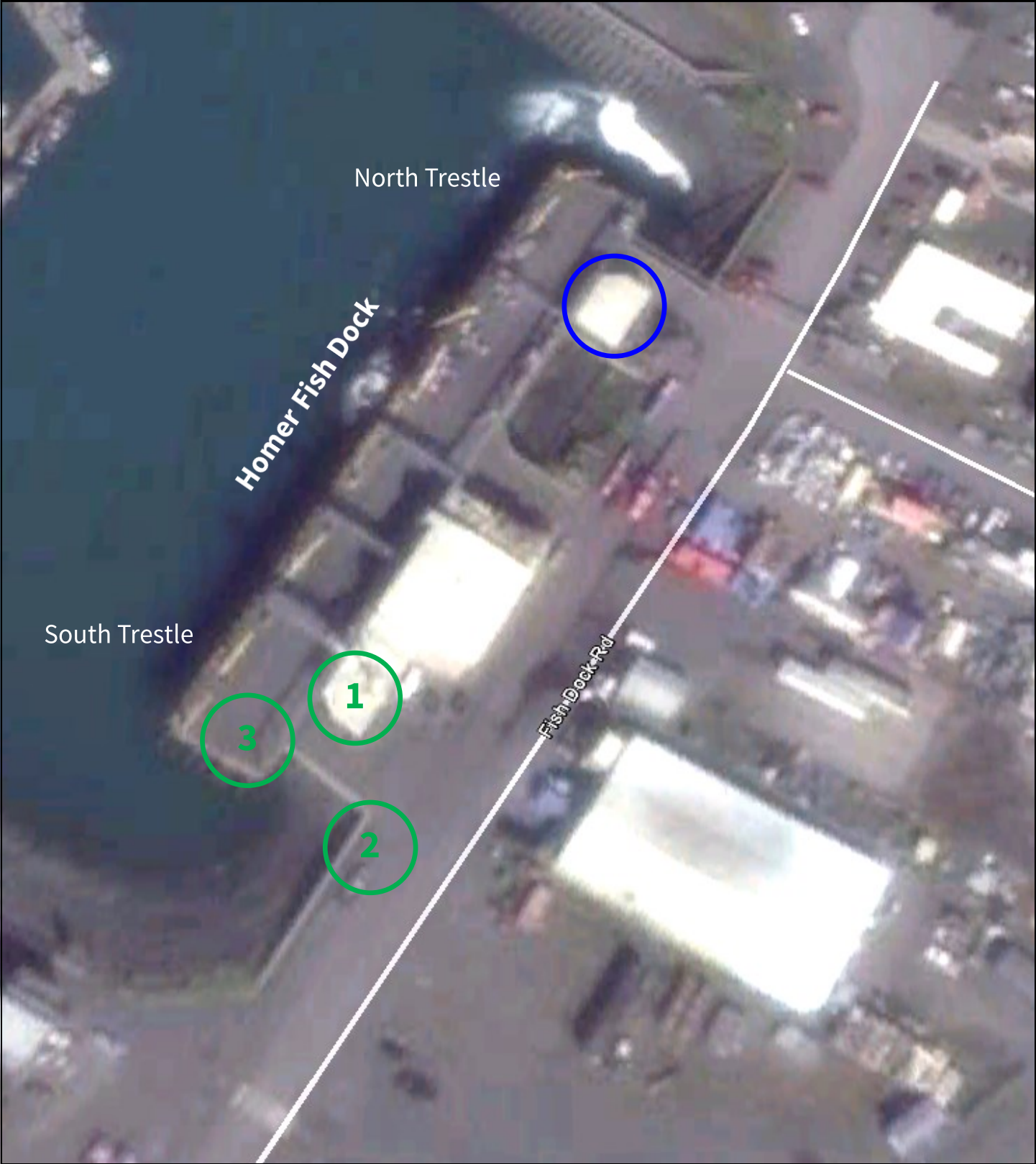
RFP Advertisement	February 9 & 16, 2017 – Homer Tribune
Pre-Closing Meeting/Teleconference	February 28, 2017 at 2:00 pm
Proposals Due	March 2, 2017 at 4:00 pm

Review of Proposals & Choosing of Firm	March 3 – 7, 2017
City Council Award	March 13, 2017
Entering Memorandum of Agreement	March 14, 2017

IX. ATTACHMENTS

1. Vicinity Map for Fish Pump Stations on Fish Dock
2. Sample Memorandum of Agreement
3. Fish Dock Use Permit
4. Photos of North Trestle Location – One Site
5. Photos of South Trestle Locations – Three Sites

Attachment #1
Vicinity Map for Fish Pump Stations on Fish Dock





MEMORANDUM OF AGREEMENT

Operate, Manage, & Maintain Fish Pumping Services for North Trestle Fish Pump Station
On City of Homer's Fish Dock

1. PARTIES TO THE AGREEMENT

This Memorandum of Agreement (MOA) is made and entered into between the City of Homer, Port and Harbor Department (hereinafter referred to as City) and _____ (hereinafter referred to as Operator).

2. PURPOSE AND OBJECTIVE

This MOA is made for the following purposes and objectives:

- A. To install and operate a fish pump, dewatering box, and tote loading operation for the purposes of wet-pumping fish from fishing vessels and fish tenders moored at the City of Homer's Fish Dock;
- B. Serve two user groups: 1) the Operator's fleet, and 2) provide fish pumping services for hire as time allows;
- C. Minimize congestion on the Fish Dock and Fish Dock Road, specifically pertaining to the loading and unloading of fish totes onto trucks;
- D. Streamlining the process of vessel loading/offloading at the dock to ensure minimal dock congestion;
- E. Maintain records of all products loaded/unloaded across the Fish Dock and submit on a monthly basis to the Homer Port and Harbor Office to ensure the responsible business will be billed for wharfage accordingly.

3. LOCATION, USE, IMPROVEMENTS, & CARE

3.01 Site Location: Subject to the terms and conditions of this MOA, City is providing to Operator a portion of the City of Homer's Fish Dock area described as follows:

Awning area, approximately 41 feet by 36 feet, located on the Fish Dock's northernmost trestle, situated nearest to the Wood Tidal Grid and Cranes #7 and #8; actual fish pump will be located under the dock between Cranes #7 and #8.

3.02 Use of Location: Operator shall use the Location to operate, manage, and maintain a fish pump station for the exclusive purposes of increasing fish offload speed for dock users, increase the volume of fish that crosses the dock, and providing a fish offloading service for hire. Details of use and the equipment being used are described in the Operator's proposal to City, as described in Exhibit A. Operator shall not use the Location for any purpose other than as described in the proposal without written consent from City.

3.03 Vacating of Location for Winter/Off-Season: Operator shall vacate the Location in the manner described in the Operator's proposal to City during the months of non-activity. Operator will be subject to

additional storage fees and potentially be in default of this MOA if fish pump equipment is not removed per the proposal's timeline described in the Operator's proposal.

3.04 Maintenance of Location: Operator at its own cost and expense shall keep the Site Location and all fish pump equipment in a clean, safe and orderly condition, and in good repair at all times during the Term.

3.05 Utilities: All utilities, such as electricity, will be the responsibility of Operator. Potable water is available at Location.

4. TERM

4.01 Agreement Term: The term of this MOA is three (3) years, commencing on March 14, 2017, and ending on December 31, 2019.

4.02 Options to Extend Agreement Term. Operator has the option to extend the Term for two additional, consecutive one year periods (each an Extended Term), provided that:

- A. Operator gives City written notice of its exercise to renew not more than one year and not less than 120 days before the last day of the Term or current Extended Term; and
- B. Operator is in good standing with City and not materially in default of any term or condition of this MOA and has not transferred this MOA or any interest in the business or Site Location without consent of the City.

5. RENTS & FEES

Operator shall pay an equipment storage fee based on the square footage occupied during the months of operation. This rate is agreed to by both parties at \$0.15 per square foot per month, or any portion thereof, and shall be billed monthly by the Homer Port and Harbor Office. Operator is responsible for any additional fees that accrue from the Operator's own business and/or fishing vessel fleet, including but not limited to seafood wharfage, N.O.S. cargo wharfage from ice not produced by City, and vessel moorage.

6. RESPONSIBILITIES OF PARTIES

City: The specific responsibilities and obligations of City are:

- A. Will provide dedicated area on City of Homer's Fish Dock;
- B. Will bill Operator for the square footage used per the fee specified in Section 5;
- C. Will use reporting from Operator to oversee wharfage billing to responsible businesses, and to track fish pumping activity for statistical purposes.

Operator: The specific responsibilities and obligations of Operator are:

- A. Will be allowed to charge other commercial enterprises and/or vessels for fish pumping services per the Operator's fee schedule in their proposal to City;
- B. Will pay for, maintain, and repair their own equipment in accordance with Operator's proposal to City and this MOA;
- C. Will keep necessary records as requested by City and submit monthly reports to City to ensure appropriate billing to the commercial business and/or vessel for the fish pumping services provided to them under this MOA;

- D. Will be responsible for the management of their fish pump station, including setting hours of operation, supervising employees, establishing service rates/fees per the Operator's proposal to City, as detailed in Exhibit A;
- E. Will maintain in force at all times during the Term of this MOA a Fish Dock Use Permit with City, including required items such as a State of Alaska Fisheries Business License and Certificate of Insurance, as detailed in Exhibit B.
- F. Will receive the necessary permitting from the City of Homer, State of Alaska, or other governing entities if required to ensure Operator meets its responsibilities detailed in this MOA and the Operator's proposal to City.

7. AMENDMENTS, TERMINATION, & ASSIGNMENTS

7.01 Amendments to MOA: Amendments to this agreement may be proposed by either party and shall become executed upon being reduced to a written instrument executed by both parties.

7.02 Termination of MOA: This MOA shall expire with no renewal options remaining on December 31, 2021, or until earlier terminated in writing by 30-day written notice from either party to this agreement, hand-delivered or mailed to the party at the address indicated in Section 8: Notification. Both parties agree that termination must be based on just cause.

7.03 Assignment of MOA: Operator shall not assign or subcontract its interest in this MOA or in the Location without first obtaining the written consent of the City, which will not be withheld unreasonably. Any assignment or subcontract without the consent of the City will be voidable and, at City's election, will constitute a default. Operator shall request consent of the City in writing at least 30 days prior to the effective date of the proposed assignment or subcontract, accompanied by a copy of the proposed assignment or subcontract.

7.04 Events that Constitute an Assignment: If Operator is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment subject to Section 7.03.

8. NOTIFICATION

All notices, demands, invoices, and other correspondence between City and Operator shall be delivered with the following addresses:

City of Homer
Port and Harbor
4311 Freight Dock Road
Homer, Alaska 99603

Primary Contact: Bryan Hawkins
Port Director/Harbormaster
Phone: 907-235-3160
Fax: 907-235-3152
Email: bhawkins@cityofhomer-ak.gov

Phone: _____
Fax: _____
Email: _____

9. INSURANCE

While providing service under this MOA, Operator shall maintain in good standing for the duration of this MOA's Term insurance described as follows:

- A. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.
- B. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.
- C. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.
- D. The insurance obtained shall name the City, its officers, and employees as additionally insured.

IN WITNESS WHEREOF, each party hereto has caused this MOA to be executed by an authorized official on the day and year set forth below his/her signature.

CITY:

CITY OF HOMER, PORT & HARBOR

OPERATOR:

Bryan Hawkins, Port and Harbor Director

[authorized signer, title]

Date

Date

ATTACHEMENT A

Operator's Proposal to City

SAMPLE

ATTACHMENT B

Operator's Fish Dock Use Permit

SAMPLE



FISH DOCK USE PERMIT

City of Homer, Alaska Port & Harbor

THIS PERMIT is effective within the terms specified herein by and between the CITY OF HOMER, ALASKA, and _____ (Permittee) whose address is

WHEREAS, the City of Homer operates certain marine terminals and docks suitable for cargo handling at the Port and Harbor of Homer on a nonexclusive basis;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

"Cargo loading or unloading" means the movement of cargo to or from the marine terminal from, to, on, or into trucks, trailers, semi-trailers, or another place on the marine terminal.

"Cargo" includes cargo of every kind, including without limitation fish and fish products.

"Check" or "checking" means the inspection of cargo to determine its quantity, condition, or destination, the consignee's identity, and the accuracy of billing.

"City" means the City of Homer, Alaska.

"City docks" means all docks, floats, stalls, wharves, ramps, piers, bulkheads, and sea walls owned or operated by the City, including the main dock, the deep water dock, all grids, and the Fish Dock.

"City Manager" means the city manager of the City, or the person designated by the city manager.

"Direct loading or unloading" means the movement of cargo between a vessel and another vehicle or vessel used for transportation.

"Fish Dock" is that dock within the Small Boat Harbor commonly known as the Fish Dock, which is designated to be used primarily for the loading and unloading of fish, fish products, and fishing gear.

"Handling" means the movement of cargo between a vessel and the place of rest on the marine terminal.

"Harbormaster" means the Port Director/Harbormaster of the City of Homer or his designee.

"Longshore services" means any act of cargo loading or unloading, direct loading or unloading, handling or storing of cargo or line handling.

"Marine terminal" means the docks, yards, beaches and related facilities which comprise the Port and Harbor of Homer.

"Port and Harbor" means the city docks, marine terminal facilities, and Small Boat Harbor, owned or operated by the City of Homer at Homer, Alaska.

“Small Boat Harbor” means that area of water within and protected by the breakwaters up to the line of the mean higher high water of the shoreline, plus the surrounding basin and slopes and City Docks within or adjacent thereto.

“Tariff” means the Port and Harbor Terminal Tariff established by the City and filed with the Federal Maritime Commission.

Section 2. Term.

This permit shall become effective on January 1, _____ and shall expire on December 31, _____, or when any of the insurance policies required by this permit are canceled or have lapsed for any reason, whichever occurs first. Expiration or termination of the Permittee's authority to use the Fish Dock shall not affect the parties' continuing obligations under this permit.

Section 3. Notices.

Any notice provided for herein shall be given in writing and transmitted by personal delivery or prepaid first class registered or certified mail to the parties at the following addresses:

City: City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603

Permittee: _____

Notice sent by mail shall be considered given 48 hours after mailing; provided, however, that if notice sent by mail is also sent by telex or facsimile, such notice shall be considered given upon dispatch of the telex message or facsimile if sent any time during normal business hours of City of Homer administrative offices and prior to expiration of the 48-hour period after mailing. Telex or facsimile messages shall be sent to the parties at the following numbers:

City: City Manager
City of Homer
Fax: 907-235-3148

Permittee: _____

Section 4. Responsibilities of City.

During the term of this permit City shall:

A. Use reasonable efforts to make the Fish Dock available upon which the Permittee may conduct longshore services as set forth herein, subject to the Tariff and rules and regulations established by the City.

- B. Designate areas consistent with Port and Harbor operations in which the Permittee may park and store vehicles and equipment related to its activities at the Port and Harbor, subject to fees and rules and regulations established by the City.
- C. Reasonably provide for the removal of snow and ice from the Fish Dock and adjacent staging areas under the control of the City.

Section 5. Responsibilities of Permittee.

During the term of this permit the Permittee:

- A. May perform longshore services at the Fish Dock in accordance with the terms of this permit.
- B. Shall furnish all personnel, equipment, supplies, and dunnage necessary to its performance of longshore services under this permit.
- C. Shall insure that their personnel be trained to operate equipment on the Fish Dock. Crane operators must have their Crane Card Operators Permit on their person. Permittees must have a training program in place for fork lift operators. Fork lift operators must have a valid driver's license.
- D. Shall report to the City within 10 days after the end of each calendar month the cargo moved across the Fish Dock pursuant to this permit during that month. The report shall include, for all cargo moved during the month (i) the name and address of each person responsible for payment of the wharfage on such cargo, and any related dockage charges due the City as specified in the Tariff or other City fee schedules, (ii) for each such person, the type of cargo and the weight, volume, or other measure of such cargo, including without limitation fish and fish products, according to the cargo and wharfage categories set forth in the Tariff or other City fee schedules, and (iii) for each such person, an itemization of the cargo-related dockage charges that such person owes to the City under the Tariff or other City fee schedules.
- E. May store cargo on City property only in those areas designated by the Harbormaster for the purpose and in a manner approved by the Harbormaster, subject to fees and rules and regulations established by the City.
- F. Shall, at all times other than those when the Permittee is actually servicing a vessel, keep all Port and Harbor facilities it uses pursuant to this permit clean and clear of its personnel, equipment, cargo, debris, dunnage, and other material. If the Harbormaster determines that the Permittee has failed to perform as required by this subsection, the Harbormaster may direct the Permittee to secure a labor force to so perform at the sole expense of the Permittee and the Permittee shall do so immediately. If the Permittee fails to commence such performance within 24 hours after notice from the Harbormaster, the Harbormaster may arrange for such performance at the sole expense of the Permittee and the Permittee shall pay those expenses before performing further longshore services pursuant to this permit.
- G. May leave its equipment or vehicles or its employees' vehicles only in those areas designated by the Harbormaster for such purposes. The Permittee assumes the risk for any damage that may be sustained by such equipment or vehicles except for that caused by City's own gross negligence.
- H. Shall have absolute control of and responsibility for the actions of its employees.

Section 6. Cooperation.

- A. This permit is a nonexclusive authority for the Permittee to perform the services set forth in Section 5 and the Permittee understands that similar authority may be held by others. The Permittee shall cooperate with all other persons authorized to work at the Port and Harbor. The Harbormaster may order the Permittee to schedule its activities so as to accommodate the work of other persons and the Permittee shall comply with such an order. The Harbormaster may arrange for or change berthing schedules of vessels in order to maximize public use of the Port and Harbor facilities. Permittee agrees to provide the Harbormaster

with advance notice of work or berthings whenever possible and to cooperate with and abide by the Harbormaster's scheduling of use of Port and Harbor facilities.

B. Neither Permittee nor its agents, officers, employees or personnel shall intentionally interfere with or hinder the work of other persons authorized to work at the Port and Harbor nor shall they move, remove, use, deface, damage, destroy or alter any equipment, vehicles, materials, or cargo owned by or under the control of the City or any other person authorized to work at the Port and Harbor.

Section 7. Checking Services.

A. The Permittee shall check all cargo which it loads, unloads, or handles and prepare all over, short, and damage reports as may be required by a shipper, carrier, or consignee.

B. The Permittee shall be solely responsible for all apparent damage or pilferage suffered by cargo checked by the Permittee and not recited in shipside, exception, final over, short, damage, or unloading reports, except for such damage as is caused by the negligence of City.

C. Except only for damage caused by the negligence of City, the Permittee shall be solely liable for all errors in its delivery of cargo as a result of improper checking or completion of any report listed in subsection B. of this section.

Section 8. Compensation.

A. City shall be paid all fees for wharfage, dockage, crane use, sale of water, sale of ice, and all other port services as specified in the Tariff or other City fee schedules, except as provided herein.

B. Permittee shall be entitled to retain its charges for any services performed by it under this Permit, except as is otherwise provided.

C. The Permittee has paid the City a fee of **\$5.00** for issuance of this permit.

Section 9. Facility Damage.

A. The Permittee or its personnel shall not deface, damage, destroy or alter any portion of the Port and Harbor facility or equipment.

B. The Permittee shall give immediate oral notice to the Harbormaster if he should become aware of defacement, damage, alteration, or destruction to any part of the Port and Harbor facility, regardless of the cause. The Permittee shall also submit written notice of such an event to

D. the Harbormaster within 24 hours thereafter. Both the oral and written reports shall fully describe the incident, including the nature of the harm, how it occurred, the identity of all persons involved and all witnesses to the incident.

C. If caused by Permittee or its personnel, the Permittee shall pay City for the cost of repair or replacement plus 25% administration overhead costs within 15 days after presentation of a bill by City. The Permittee shall pay any bill submitted in accordance with this section before performing further longshore services under this Permit.

Section 10. Relationship of Permittee to City.

Nothing contained in this Permit shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between City and Permittee. In conducting any activity under this permit the Permittee shall solely on its own

behalf. Permittee shall at all times be solely responsible for its conduct, and City shall have no liability whatsoever for any act or omission of Permittee.

Section 11. Nondiscrimination.

In performing any activities under this permit, the Permittee may not discriminate against any person on the basis of race, creed, color, religion, national origin, age, sex, marital status, physical or mental handicap.

Section 12. Permits, Laws and Taxes.

A. The Permittee shall acquire and maintain in good standing all permits, licenses, and other entitlements necessary to its performance under this permit, including any necessary filings with the Federal Maritime Commission, and a State of Alaska Fisheries Business License if permittee is using Fish Dock facilities for fisheries business pursuits. All actions taken by the Permittee under this permit shall comply with all applicable statutes, ordinances, rules and regulations. The Permittee shall pay all taxes arising out of the existence of this permit or pertaining to Permittee's performance under this Permit.

B. The Permittee shall observe all rules and signs posted at the Port and Harbor, including hazard and warning signs posted at the Fish Dock and all U.S. Coast Guard and applicable state or federal occupational safety and health requirements, whether or not they are posted.

C. Permittee shall not load, unload, or handle hazardous chemicals, flammable liquids, compressed gases, petroleum products, or similar hazardous materials, across, on, or near the Fish Dock. These products, in quantities no more than can be used by the individual vessel being loaded or unloaded, may be handled across the Fish Dock without advance Harbor Officer approval.

D. Operations by Permittee under this permit shall comply with the Tariff to the extent the Tariff is applicable to Permittee's operations.

E. Portable cranes, such as truck cranes, boom trucks, and similar cargo handling cranes, shall not be allowed to load or unload cargo on Fish Dock without prior written approval of the Harbormaster.

Section 13. Non-Waiver.

The failure of City at any time to enforce a provision of this permit shall in no way constitute a waiver of the provision, nor in any way affect the validity of this permit or any part hereof, or the right of City thereafter to enforce each and every provision hereof.

Section 14. Assignments.

Except insofar as this permit specifically permits assignments, any assignment by the Permittee of this permit or of any of its interest in this permit, or any delegation of privileges under this permit shall be void, and an attempt by the Permittee to assign any part of its interest or delegate privileges under this permit shall give City the right immediately to terminate this permit without any liability.

Section 15. Amendment.

The parties may amend this contract only by written agreement, which shall be attached as an appendix hereto.

Section 16. Jurisdiction, Choice of Law.

Any civil action arising from this permit shall be brought in an Alaskan court of competent jurisdiction in Homer. The law of the State of Alaska shall govern the rights and obligations of the parties under this permit.

Section 17. Severability.

Any provision of this permit decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the permit.

Section 18. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are not promises, terms, conditions or obligations other than those contained herein. This permit shall supersede all previous communications, representation or agreements, either oral or written, between the parties.

Section 19. Liability.

The Permittee shall indemnify, defend, save, and hold City harmless from any losses, claims, lawsuits or liability, including attorneys' fees and costs, arising out of loss, damage or injury, including death, to persons or property occurring during the course of or as a result of the Permittee's performance under this permit, except for damage caused by City's own negligence.

Section 20. Risk of Loss.

The Permittee agrees that any equipment, cargo, vehicle, or other material of any kind which is stored or placed at the Port and Harbor is so stored and placed at the sole risk of the Permittee. In the event that any such equipment, cargo, vehicles or other materials is damaged or destroyed by any cause other than City's own negligence, the Permittee shall not seek compensation or restitution of any kind from City.

Section 21. Permit Administration.

The Harbormaster shall administer this permit on behalf of City. The Fish Dock Use Permit is applicable to all businesses using Fish Dock facilities except individual vessel owners using their own vessel crew and crane access card to load or unload only their own vessel.

Section 22. Termination.

Either City or the Permittee may terminate this permit at any time for any reason by notifying the other party in writing at least 30 days before the date upon which such termination is to be effective. Neither party shall be liable to the other under this permit after the effective date of termination.

Section 23. Disputes.

In the event of a dispute between the parties under this permit, the Harbormaster shall reduce his position to a written decision and serve a copy thereof upon the Permittee. The Permittee may appeal the decision by written application to the city manager within 14 days after notice of the Harbormaster's decision is given to Permittee. While the appeal is pending, the Permittee shall abide by the decision of the

Harbormaster. The Permittee may appeal the decision of the city manager to court within 20 days after notice of the city manager's decision is given to Permittee. While the appeal is pending the Permittee shall abide by the decision of the city manager.

Section 24. Insurance.

A. During the term of this permit, the Permittee shall maintain in good standing insurance described in this section. Prior to its performance pursuant to this permit, the Permittee shall furnish the Harbormaster a certificate of insurance in accordance with subsection B. of this section.

B. The Permittee shall obtain and keep in force at all times during the term of this permit:

1. General liability insurance providing coverage for bodily injury, including death, in an amount not less than \$500,000 for any one person and not less than \$1,000,000 for any one accident or occurrence.

2. Workers' Compensation or Longshoremen's and Harbor Workers' Compensation Insurance as may be required by state or federal law, and Employer's Liability Insurance.

3. Property damage liability, which shall include any and all property whether or not in the care, custody, or control of the Permittee, in an amount of not less than \$1,000,000 on account of any one accident.

C. The insurance obtained pursuant to this section shall name City, its officers, and employees as additional insured's. Such policies must be endorsed to permit City, its officers and employees, to recover on the insurance for damages and injuries suffered by them that are caused by the Permittee or any other insured's under the policy. Such policies must provide that a termination, cancellation or expiration of the policy is ineffective until 30 days after written notice of the termination, cancellation or expiration has been delivered to the city manager.

D. In addition to, and without limiting the foregoing requirements of Section 24, Permittee shall at all times maintain and give to the City, for City's benefit, current insurance endorsements substantially in the form of Exhibit A and Exhibit B. Permittee shall also grant City permission to obtain copies of insurance policies from all insurers providing required coverage to Permittee by executing an authorization substantially in the form of Exhibit C. Permittee shall, from time to time, execute and deliver to City such additional authorizations (Exhibit C) that City may request.

Section 25. Fire Prevention.

The Permittee shall keep fire lanes clear and keep fire control equipment readily accessible. There will be no storage of totes or equipment in the three access lanes to the Fish Dock.

Section 26. Breach and Remedies.

A. A violation of any of the provisions of Section 6 of this permit shall be grounds for immediate suspension of this permit for up to 48 hours upon written notice to Permittee.

B. A violation of any provision of this permit or of any rules or regulations applicable to Permittee's activities under this permit, and the failure to remedy the same within 48 hours after written notice to Permittee of the violations, shall constitute grounds for immediate termination of this permit. Prior to such termination, Permittee will be given notice and an opportunity for an informal hearing before the city manager within 48 hours of the notice.

IN WITNESS WHEREOF, the parties have executed this permit on the date first hereinabove written.

CITY OF HOMER

PERMITTEE

City Manager

Authorized Representative

Date

Printed Name

Recommended for Approval:

Date

Port Director/Harbormaster

Date

PERMITTEE'S ACKNOWLEDGMENT
CORPORATION OR OTHER ENTITY

STATE OF ALASKA)
) ss.

THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the _____ of the entity named in the foregoing document as Permittee, and known to be the individual who executed the foregoing document, and he or she acknowledged to me he or she was authorized to execute the foregoing document by authority granted to him or her by said Permittee and on behalf of said Permittee, and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires

PERMITTEE'S ACKNOWLEDGMENT

INDIVIDUAL

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this _____ day of _____, _____, before me, the undersigned Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared _____, known to me and to me known to be the individual named in and who executed the foregoing instrument, and he acknowledged to me that he did sign and seal the same as his voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first hereinabove written.

Notary Public in and for Alaska

My Commission Expires

EXHIBIT A

GENERAL LIABILITY ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624
Attn.: City Manager

A. POLICY INFORMATION

1. Insurance company: _____ ("Company");
Policy No.: _____
2. Policy Term: (from) _____ (to) _____
3. Effective date of this endorsement: _____
4. Named insured: _____
5. Address of Named Insured: _____

6. Employer's liability limit (Coverage B): _____
7. Policy is (claims made/ occurrence): _____
8. If Claims Made: _____ Retroactive Date: _____
9. Is Tail Coverage Afforded? ☐ Yes ☐ No
10. Limit of Liability Any One Occurrence: \$ _____ Aggregate: \$ _____
11. Deductible or Self-Insured retention (n/a unless otherwise specified): \$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees and volunteers are included as insured with regard to damages and defense of claims arising from: (a) activities performed by or on behalf of the named insured; (b) products and completed operations of the named insured; or (c) premises owned, leased or used by named insured.

2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or volunteers shall be excess of this insurance and shall not contribute with it.

3. **SCOPE OF COVERAGE.** The policy: (1) if primary, affords coverage at least as broad as forms currently in use as approved by the State of Alaska Division of Insurance; and (2) if excess, affords coverage which is at least as broad as the primary insurance forms reference in the preceding Section B.1.

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and, by my signature hereon, do so bind this company.

Authorized Representative Signature

Date

Title within Organization: _____

Phone #: _____

Address: _____

EXHIBIT B

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

City of Homer ("City")
491 East Pioneer Ave.
Homer, Alaska 99603-7624
Attn.: City Manager

D. POLICY INFORMATION

1. Insurance company: _____ ("Company");
Policy No.: _____
2. Effective date of this endorsement: _____
3. Named insured: _____
4. Employer's liability limit (Coverage B): _____

E. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. Such notice shall be sent to the address given in the heading of this endorsement.

2. WAIVER OF SUBROGATION. The Company agrees to waive all rights of the subrogation against the City, its elected or appointed officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the named insurer for the City.

F. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE

I, _____ (print/type name), warrant that I have authority to bind the below-listed insurance company and, by my signature hereon, do so bind this company.

Authorized Representative Signature

Date

Title within Organization: _____

Phone #: _____

Address: _____

EXHIBIT C

AUTHORIZATION TO OBTAIN INSURANCE POLICIES

The City of Homer is hereby granted permission to request and obtain copies of ("Permittee") Insurance policies from its broker/insurance carrier, _____ ("broker/insurance carrier").

It is understood that the Permittee may revoke this permission at any time by written notice to its broker/insurance carrier and to the City of Homer; however such revocation may affect receipt of or continuance of a use permit or constitute a default under a lease from the City of Homer.

Authorized Representative: _____

Title within Organization: _____

Date: _____

Attachment #4
North Trestle Location



Attachment #5
South Trestle Locations

Location #1

Under Awning Adjacent to Ice Plant



Location #2

Along Guardrail Bordering Fish Dock Road



Location #3

Corner of Dock Adjacent to Crane #1





Ramp 2 Restroom Upgrade - Request for Public Comment

The City of Homer Port & Harbor seeks public input on a proposed project to upgrade the public restroom facilities at the top of Ramp 2 in the Homer Port and Harbor.

The City of Homer intends to apply to the Land and Water Conservation Fund for grant assistance to help upgrade the Ramp 2 Public Restroom, with the required match coming from the Commercial Vessel Passenger Tax Program pass-through grant from the Kenai Peninsula Borough. Commercial Vessel Passenger Tax Program funds must be used for projects that benefit cruise ship passengers and the City has proposed to use the proceeds of this grant to help replace the bathroom at the top of Ramp 2.

Ramp 2 public restroom, built 43 years ago with Land and Water Conservation grant funds, is the oldest restroom facility on the Spit. Featuring separate men's (four urinals and four stalls) and women's (six stalls) sections, it serves one of the busiest parts of the Spit.



Located near the site of the former Harbormaster Office at the top of Harbor Ramp 2, it experiences high traffic by tour and school groups gathering for across the bay excursions, cruise ship passengers and other visitors when sightseeing, shopping at nearby boardwalk businesses, and accessing the tour boats located on the float systems below. Use of the facility is expected to increase after completion of the adjacent Boathouse Pavilion (a public shelter and gathering place) and an eventual bus and van pull-out for passenger drop offs.

Due to the facility's dilapidated condition, the City is proposing to tear down the current restroom building and rebuild a new restroom facility on the existing foundation that will better serve Homer Spit visitors. The current bathroom's worn interior finishes make cleaning difficult; aged bathroom fixtures, plumbing and dilapidated stalls make it nearly impossible for City maintenance personnel to provide a safe, sanitary facility. T-111 siding is weather worn, has rot and is in need of replacement. The new restroom would be more energy efficient – reducing operational and maintenance costs.



City of Homer Public Works has developed three options for rebuilding the facility:

Option A – demo existing building; replace same configuration (men/women sections)
with new wood frame construction

Option B – demo existing building; replace same configuration with concrete block construction

Option C – demo existing building and floor slab; build 10 individual stalls with concrete block construction

While detailed cost estimates are still being produced for each option, the City is leaning toward Option A for lowest replacement cost and most stalls. Option C with individual stalls will reduce number of restroom stalls by four – but would be gender neutral, providing access to all stalls by all potential users. An example of Option C type of restroom is pictured at right.



The project aligns with the community's vision for the Spit as stated in the 2011 Spit Comprehensive Plan:

“The goal is to keep the character of the Spit and make minor changes to improve the experience and functionality. The Spit should be a clean, safe, and fun place to fish, walk, bicycle, sightsee, and shop with a highly functional, efficient working harbor.”

The project fulfils an Objective (to provide amenities that aid residents and visitors) under the Plan's Goal 1.3, to provide public facilities that attract residents and visitors to the Spit.

The project is also included in the City of Homer's Capital Improvement Plan (CIP). The CIP a 6-year planning document for municipal acquisition and construction projects that provide broad community benefit, have gone through a public comment process and found to be a community priority.

Opportunities for Public Comment/Input on Ramp 2 Restroom Rebuild include:

City Council Ordinance 17-19 Accepting Commercial Vessel Passenger Tax Program Pass Through Grant from KPB – May 8 (Introduction) & May 30 6 pm at Cowles Chamber, City Hall, 491 East Pioneer Avenue.

Port & Harbor Advisory Commission – May 24 & June 28, 2017 at 6 pm at Cowles Chamber, City Hall

Park, Arts, Rec and Culture Advisory Commission – June 15, 2017 at 5:30 pm at Cowles Chamber, City Hall

Or contact City of Homer Special Projects & Communications Coordinator, Jenny Carroll at jcarroll@ci.homer.ak.us or 907-435-3101.

Port & Harbor Monthly Statistical & Performance Report

For the Month of: **April 2017**

<u>Moorage Sales</u>			<u>Stall Wait List</u>		
	<u>2017</u>	<u>2016</u>		<u>2017</u>	<u>2016</u>
Daily Transient		204	No. on list at Month's End		
Monthly Transient	111	103	20' Stall	2	2
Semi-Annual Transient	5	12	24' Stall	38	28
Annual Transient	13	8	32' Stall	60	61
Annual Reserved	35	29	40' Stall	32	24
			50' Stall	23	21
			60' Stall	5	4
			75' Stall	5	3
<u>Grid Usage</u>			Total:	165	143
1 Unit = 1 Grid Tide Use	<u>2017</u>	<u>2016</u>			
Wood Grid	8	14			
Steel Grid	7	2			
<u>Services & Incidents</u>			<u>Docking & Beach/Barge Use</u>		
	<u>2017</u>	<u>2016</u>	1 Unit = 1 or 1/2 Day Use	<u>2017</u>	<u>2016</u>
Vessels Towed	1	1	Deep Water Dock	20	55
Vessels Moved	19	18	Pioneer Dock	15	17
Vessels Pumped	4	1	Beach Landings	7	9
Vessels Sunk	0	0	Barge Ramp	13	8
Vessel Accidents	0	0			
Vessel Impounds	0	0	<u>Marine Repair Facility</u>		
Equipment Impounds	4	9	Vessels Hauled-Out	<u>2017</u>	<u>2016</u>
Vehicle Impounds	0	0	Year to Date Total	0	4
Property Damage	0	1			
Pollution Incident	2	6	<u>Wharfage (in short tons)</u>		
Fires Reported/Assists	0	0	In Tons, Converted from Lb./Gal.	<u>2017</u>	<u>2016</u>
EMT Assists	0	3	Seafood	638	439
Police Assists	1	4	Cargo/Other	228	690
Public Assists	22	23	Fuel	35,180	33,535
Thefts Reported	1	0			
<u>Parking Passes</u>			<u>Ice Sales</u>		
	<u>2017</u>	<u>2016</u>		<u>2017</u>	<u>2016</u>
Long-term Pass	15	9	For the Month of April	93	197
Monthly Long-term Pass	0	0			
Seasonal Pass	0	1	Year to Date Total	111	244
<u>Crane Hours</u>			<u>Difference between</u>		
	<u>2017</u>	<u>2016</u>	<u>2016 YTD and 2017 YTD:</u>	<u>133 tons less</u>	
	150.5	173.7			

Port & Harbor Water/Sewer Bills									
Service Period End Date: April 30, 2017					Meter Reading Period: 3/16 to 4/12/17				
Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	\$19.00	-	-	\$19.00	1,160,800	1,160,800	-
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.01	84872363	\$19.00	-\$1,469.32	-	*	-	11,690,500	-
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	\$19.00	-	-	\$19.00	22,949,900	22,949,900	-
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	\$19.00	-	-	\$19.00	1,473,700	1,473,700	-
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	\$19.00	-	-	\$19.00	3,195,100	3,195,100	-
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	\$19.00	-	-	\$19.00	479,100	479,100	-
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	\$19.00	\$54.50	-	\$73.50	8,773,800	8,778,800	5,000
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	\$19.00	-	-	\$19.00	229,800	-	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	\$19.00	\$945.03	\$20.88	\$984.91	866,782,600	866,869,300	86,700
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	\$19.00	\$51.04	-	\$70.04	-	-	2,200
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	\$19.00	-	-	\$19.00	1,633,800	1,633,800	-
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	\$19.00	-	-	\$19.00	-	-	-
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	\$19.00	\$42.51	\$90.48	\$151.99	747,100	751,000	3,900
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820	\$9.50	-	-	\$9.50	320,400	320,400	-
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	\$19.00	\$23.20	-	\$42.20	-	-	1,000
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	\$19.00	\$20.71	\$29.83	\$69.54	52,200	54,100	1,900
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	\$19.00	-	-	\$19.00	-	-	-
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	\$19.00	\$135.16	-	\$154.16	337,300	349,700	12,400
Overall Charges: <u><u>\$1,726.84</u></u> Overall Water Usage: <u><u>113,100</u></u>									

Water/Sewer Monthly Comparison CY 2013 to Current										
	2013		2014		2015		2016		2017	
January	\$1,039.71	62,100	\$3,545.49	288,500	\$2,526.35	183,700	\$1,216.22	68,800	\$2,142.85	122,300
February	\$995.09	57,300	\$4,042.38	322,400	\$2,015.14	140,800	\$1,891.14	122,500	\$1,287.76	59,600
March	\$3,777.17	91,400	\$3,968.26	320,400	\$3,339.49	253,700	\$2,341.13	162,300	\$4,076.62	292,100
April	\$2,825.07	208,200	\$5,792.92	452,200	\$4,997.38	467,700	\$3,532.78	256,700	\$1,726.84	113,100
May	\$11,647.05	1,176,600	\$12,019.73	973,600	\$6,982.27	541,900	\$9,770.89	709,300		
June	\$19,728.26	1,660,800	\$13,396.30	1,106,200	\$14,116.19	1,134,100	\$21,628.74	1,800,700		
July	\$73,511.61	6,344,600	\$16,516.50	1,348,000	\$12,038.01	919,900	\$19,490.97	1,583,400		
August	\$18,766.53	1,547,500	\$15,883.21	1,279,500	\$15,033.97	1,197,000	\$22,468.25	2,189,100		
September	\$12,784.77	1,057,600	\$13,105.89	1,073,100	\$15,661.07	1,307,300	\$19,710.24	1,651,300		
October	\$6,823.64	558,200	\$3,874.68	266,000	\$5,445.90	406,300	\$8,887.32	708,200		
November	\$5,696.76	456,800	\$3,658.86	283,400	\$1,917.85	106,100	\$2,582.53	167,600		
December	\$2,699.74	186,900	\$1,748.09	111,900	\$1,284.30	30,100	\$1,154.76	44,900		
YTD Total	\$160,295.40	13,408,000	\$97,552.31	7,825,200	\$85,357.92	6,688,600	\$114,674.97	9,464,800	\$9,234.07	587,100

***Note:** Due to new Water/Sewer Meters installed last billing period, some meters were not entirely accurate; this month includes those revisions.

2017 Ice & Crane Report						
Date To	Crane Weekly	Crane Month	YTD Crane	Ice Weekly	Ice Month	YTD Ice
1/8/2017	27.8			shut down for maintenance		
1/15/2017	23.3			shut down for maintenance		
1/22/2017	5.6			shut down for maintenance		
1/29/2017	13					
Jan Total		69.7	69.7		0	0
2/5/2017	24.1			shut down for maintenance		
2/12/2017	33.5			shut down for maintenance		
2/19/2017	36.4			shut down for maintenance		
2/26/2017	23.6			shut down for maintenance		
Feb Total		117.6	187.3		0	0
3/5/2017	4			shut down for maintenance		
3/12/2017	30.3			0		
3/19/2017	36.2			0		
3/26/2017	40.4			15		
4/2/2017	34			3		
Mar Total		144.9	332.2		18	18
4/9/2017	38.1			6		
4/16/2017	55.7			33		
4/23/2017	26.1			23		
4/30/2017	30.6			31		
Apr Total		150.5	482.7		93	111
5/7/2017	21.8			28		
5/14/2017	37.4			59		
5/21/2017						
5/28/2017						
May Total		59.2	541.9		87	198
6/4/2017						
6/11/2017						
6/18/2017						
6/25/2017						
7/2/2017						
Jun Total		0	541.9		0	198
7/9/2017						
7/16/2017						
7/23/2017						
7/30/2017						
Jul Total		0	541.9		0	198
8/6/2017						
8/13/2017						
8/20/2017						
8/27/2017						
Aug Total		0	541.9		0	198
9/3/2017						
9/10/2017						
9/17/2017						
9/24/2017						
10/1/2017						
Sep Total		0	541.9		0	198
10/8/2017						
10/15/2017						
10/22/2017						
10/29/2017						
Oct Total		0	541.9		0	198
11/5/2017						
11/12/2017						
11/19/2017						
11/26/2017				shut down for maintenance		
12/3/2017				shut down for maintenance		
Nov Total		0	541.9		0	198
12/10/2017				shut down for maintenance		
12/17/2017				shut down for maintenance		
12/24/2017				shut down for maintenance		
12/31/2017				shut down for maintenance		
Dec Total		0	541.9			

Deep Water Dock 2017

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/4	Perseverance INSIDE	207	0800/1800	Cispri	394.00	na
1/5	Perseverance	207	0900/2100	Cispri	788.00	52.00
1/5	Barge 141	300	0900/1400	Cispri	788.00	52.00
1/19	DBL 106	383	0600/	Kirby Offsho	1,206.00	52.00
1/19	Bismark Sea INSIDE	125	0600/	Kirby Offsho	506.00	na
1/20	DBL 106	383		Kirby Offsho	1,206.00	
1/20	Bismark Sea INSIDE	125		Kirby Offsho	506.00	
1/21	DBL 106	383	/1915	Kirby Offsho	1,206.00	
1/21	Bismark Sea INSIDE	125	/1915	Kirby Offsho	506.00	
1/24	DBL 54	288	1000/	Kirby Offsho	788.00	52.00
1/25	DBL 54	288	/0815	Kirby Offsho	788.00	
1/26	PacFree outside DBL 54	288	1715/	Kirby Offsho	788.00	52.00
1/27	PacFree outside DBL 54	288		Kirby Offsho	788.00	
1/28	PacFree outside DBL 54	288	/1745	Kirby Offsho	788.00	
1/30	Perseverance	207		Cispri	788.00	
1/31	Perseverance	207	/1230	Cispri	788.00	
2/1	Pacific Freedom&DBL 54	288	0930/	Kirby Offshore	788.00	52.00
2/2	Pacific Freedom&DBL 54	288	/1700	Kirby Offshore	788.00	
2/14	Katrina Em	101	1415/1600	Alaskan Acce	506.00	52.00
2/15	Perseverance	207	0805/	Cispri	788.00	52.00
2/16	Perseverance	207		Cispri	788.00	
2/17	Perseverance	207		Cispri	788.00	
2/18	Perseverance	207		Cispri	788.00	
2/19	Perseverance	207		Cispri	788.00	
2/20	Perseverance	207		Cispri	788.00	
2/21	Perseverance	207		Cispri	788.00	
2/22	Perseverance	207		Cispri	788.00	
2/23	Perseverance	207		Cispri	788.00	
2/23	Millennium Star	105	0800/1330	Olympic	506.00	52.00
2/24	Perseverance	207	/0900	Cispri	788.00	
2/28	Katrina Em	101	1300/1500	Alaskan Acce	506.00	52
3/11	DBL 78 (JAVA SEA)	370	0800/	Kirby Offsho	1,098.00	52.00
3/11	Pacific Freedom INSIDE	120	0800/	Kirby Offsho	506.00	na
3/12	DBL 78 (JAVA SEA)	370	/1450	Kirby Offsho	1,098.00	
3/12	Pacific Freedom INSIDE	120	/1430	Kirby Offsho	506.00	
3/12	Millennium Star INSIDE	105	2130/	Olympic	506.00	na
3/13	Pacific Wolf&DBL54	395	0800/1730	Kirby Offsho	1,206.00	52.00
3/13	Millennium Star INSIDE	105		Olympic	506.00	
3/14	Millennium Star INSIDE	105	/1630	Olympic	506.00	
3/18	Millennium Star INSIDE	105	1000/	Olympic	506.00	na
3/19	Millennium Star INSIDE	105		Olympic	506.00	
3/20	Millennium Star INSIDE	105		Olympic	506.00	
3/21	Millennium Star INSIDE	105	/0800	Olympic	253.00	
4/9	Pacific Wolf& DBL 54	395	1400/	Kirby Offshore	1,206.00	52.00
4/10	Endurance / Alyeska	207	0545/1900	Alyeska Pipe	788.00	52.00
4/13	Endurance / Alyeska	207	1544/?	Alyeska Pipe	788.00	52.00
4/15	Endurance / Alyeska	207	1530/2130	Alyeska Pipe	788.00	52.00
4/26	Perseverance	207	0700/1800	Cispri	788.00	52.00
05/19/17				Year to Date Totals:	\$35,657.00	\$884.00

Pioneer Dock 2017

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/7	Perseverance	207	1000/1130	Cispri	788.00	52.00
1/9	Pacific Freedom & DBL 54	345	1545/2230	Kirby Offshore	788.00	52.00
1/21	Pacific Freedom & DBL 54	345	1700/2030	Kirby Offshore	788.00	52.00
1/25	Pacific Freedom & DBL 54	345	0840/1900	Kirby Offshore	788.00	52.00
1/30	Bob Franco	120	1300/1715	Olympic	506.00	52.00
2/24	Pacific Wolf & DBL 54	395	0730/1800	Kirby Offshore	1,206.00	52.00
3/20	Bob Franco	120	1000/1500	Olympic	506.00	52.00
3/27	Pacific Wolf & DBL 54	395	0700/1545	Kirby Offshore	1,206.00	52.00
3/28	Pacific Wolf & DBL 54	395	1500/	Kirby Offshore	1,206.00	52.00
3/29	Pacific Wolf & DBL 54	395	/1745	Kirby Offshore	1,206.00	
4/4	Pacific Wolf & DBL 54	395	0645/1345	Kirby Offshore	\$1,206.00	\$52.00
4/10	Pacific Wolf & DBL 54	395	0430/1315	Kirby Offshore	1,206.00	52.00
4/19	Pacific Wolf & DBL 54	395	2300/	Kirby Offshore	1,206.00	52.00
4/20	Pacific Wolf & DBL 54	395	/0715	Kirby Offshore	1,206.00	
4/21	Bob Franco	120	0815/1115	Olympic	506.00	52.00
4/27	Pacific Wolf & DBL 54	395	1500/	Kirby Offshore	1,206.00	52.00
05/19/17				Year to Date Totals:	\$4,864.00	\$312.00

Ferry Landings 2017

	Pioneer Dock	Deep Water Dock
January	22	0
February	24	
March	6	
April	5	
May		
June		
July		
August		
September		
October		
November		
December		

Pioneer Dock - 2017 Water Usage							Deep Water Dock - 2017 Water Usage						
Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee
2/24	Pacific Wolf	475,540	479,100	3,560	\$ 194.05	\$ 102.00	1/5	Bob Franco	8,689,000	8,693,000	4,000	\$ 194.05	\$ 102.00
3/7	Tustumena	3,176,500	3,186,100	9,600	\$ 372.58	\$ 102.00	1/5	Perseverance	8,693,000	8,708,850	15,850	\$ 615.14	\$ 102.00
3/9	Tustumena	3186100	3195100	9,000	\$ 349.29	\$ 102.00	1/13	Bob Franco	8,708,000	8,710,000	2,000	\$ 194.05	\$ 102.00
4/19	Pacific Wolf	3195100	3197700	2,600	\$ 194.05	\$ 102.00	1/24	Pacific Freedom	8,710,000	8,714,000	4,000	\$ 194.05	\$ 102.00
4/27	Pacific Wolf	3197745	3199480	1,735	\$ 194.05	\$ 102.00	2/21	Perseverance	8,729,800	8,741,750	11,950	\$ 463.78	\$ 102.00
				-			2/23	Millennium Star	8,741,750	8,764,750	23,000	\$ 892.63	\$ 102.00
				-			3/13	Pacific Wolf	8,764,750	8,769,850	5,100	\$ 197.93	\$ 102.00
				-			3/14	Millennium Star	8,769,850	8,774,850	5,000	\$ 194.05	\$ 102.00
				-			3/19	Bob Franco	8,774,850	8,775,500	650	\$ 194.05	\$ 102.00
				-			3/29	Bob Franco	8,775,000	8,779,800	4,800	\$ 194.05	\$ 102.00
				-			4/20	Bob Franco	8,778,000	8,783,000	5,000	\$ 194.05	\$ 102.00
				-			4/25	Bob Franco	8,783,000	8,784,000	1,000	\$ 194.05	\$ 102.00
				-									
				-									
				-							-		
Year to Date Totals:				26,495	\$ 1,304.02	\$ 510.00	Year to Date Totals:				56,500	\$ 2,524.59	\$ 816.00
Notes:							Notes:						
Washing down dock results in missing begin/end reads							Washing down dock results in missing begin/end reads						
\$194.05 Min Charge							\$194.05 Min Charge						
\$102.00 CONX							\$102.00 CONX						



Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION
FROM: BRYAN HAWKINS, PORT DIRECTOR / HARBORMASTER
DATE: APRIL 20, 2017
SUBJECT: 43RD ANNUAL PCC CONFERENCE REPORT

The Pacific Coast Congress held their bi-annual conference in San Francisco, CA from April 11 – 14, 2017. Aaron Glidden, Port Maintenance Supervisor, and I took full advantage of the opportunities to meet and visit with other port and harbor staff and vendors that attended. There are always new things to learn from the other attendees in the Call to Ports presentations; I was especially interested in the Port of San Francisco's presentation. The SF Port has control of seven miles of waterfront, including all the frontage road properties and leases. The new Giants baseball stadium is on Port property (a point of pride for them) and they have annual revenue of \$99 million dollars from all port, harbor, and uplands revenues. They didn't directly answer the question on expenditures, but they did say that there is an estimated \$1.4 billion (with a B) in deferred maintenance that they have hanging over their heads. Point of interest for me: the restaurants on port property have a base lease rent plus 7% of their annual gross sales deal. For example, the presentation stated that one restaurant paid \$1.3 million in rent in 2016, Wow!

Aaron and I took part in leading a roundtable discussion on public-accessible cranes in harbors. Having nine cranes in Homer, you could say that we are pretty experienced in managing facilities with cranes. No other harbor on the coast has as many cranes as Homer, and from what we've seen and heard no one has the quality of cranes that we do. There are a lot of homemade jib booms on docks and the group was not very knowledgeable about the type and quality of cranes that are available for their facilities. A representative from North Pacific Cranes was also on hand to answer questions about cranes types and uses. Our new Crane Use Agreement policy is public information and when questions about policies came up we directed them to our web site for questions.

There was a fascinating presentation on the recovery efforts of Crescent City, OR's harbor from both Chile's 2006 and Japan's 2011 tsunamis. The Crescent City Harbormaster and a Port Commissioner gave a first-hand account of the 48 hours of the 2011 tsunami hammered the harbor. The focus of the presentation was on how the community worked together with Federal and State agencies to find funding to design and build the first tsunami-resistant harbor in the United States. Included are a couple photos that show the new float systems and the attached agenda includes some background. One quote from the presentation was from Ellen Johnck, stating "The environment is here to stay", keep that in mind always when thinking about projects and you'll be in good shape."

There was a management improvement presentation by George Meyers of the Effectiveness Institute that put the group through a self-assessment exercise. It's always good to take a step back and reflect on our effectiveness as leaders and how we may improve ourselves towards that end.

Session 5 was a presentation by Susan Shingledecker of the BoatUS Foundation. Their focus is on recreational boating in the U.S. and how they can work to promote boating nationwide. National trends show that the average age of persons buying boats is going up every year which gives anyone connected to the boating industry worry-lines.

One of the services that this group offers is an on line basic safety training course. Also, I learned that many states are now requiring vessel owners pass a basic navigation and boating safety course. It poses the question: could this be coming our way?

What are we doing to promote and support boating in Homer? In Alaska?

Recommendations

Informational Item

Attached: Pacific Coast Congress 43rd Conference Agenda
Crescent City, OR Harbor Photos



43rd ANNUAL MEMBERSHIP CONFERENCE

April 11 - 14, 2017

“Difficult or Just Different”



Hosted by: Port of San Francisco, CA

Sponsors



OFFICERS

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Mike Loy, False Creek Harbour Authority, BC – Term Expiration 2017

Vice President

Tami Allen, City of Bainbridge Island, WA – Term Expiration 2017

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Lon White, Port of Kodiak, AK – Term Expiration 2017

- Position #1 Aaron Glidden, City of Homer, AK – Term Expiration 2019
- Position #2 Chuck Hackett, Port & Harbors of Sitka, AK – Term Expiration 2017
- Position #3 Phyllis Titus, Campbell River Harbour Authority, BC – Term Expiration 2017
- Position #4 Leslie Taylor, Harbour Authority Association of BC – Term Expiration 2018
- Position #5 Giuseppe Alvarado, Port of Seattle, WA – Term Expiration 2019
- Position #6 Scott Wilkins, City of Des Moines, WA – Term Expiration 2018
- Position #7 Paul Stallard, Salmon Harbor Marina, OR – Term Expiration 2019
- Position #8 Janice Burk, Port of Astoria, OR – Term Expiration 2017
- Position #9 Charlie Helms, Crescent City Marina, CA – Term Expiration 2018
- Position #10 Anita Yao, Port of San Francisco, CA – Term Expiration 2017

New Members

Infrastructure Engineers, Inc.

Structural & Civil Engineering and inspection firm. Specializing in above and underwater inspection and engineering of waterfront facilities.

Contact: Heath Pope

Port Edward Harbour Authority

Port Edward Harbour Authority manages three sites in Prince Rupert, BC (Rushbrook, Fairview and Cowboy) and one in Port Edward (Porpoise Harbour). Both commercial and non-commercial vessels moor at their facilities. They offer net storage, locker storage, seine lane rental and shower and laundry services.

Contact: Keri Weick

Note: For contact information, please refer to <http://www.pccharbormasters.org/member-directory/>.

MISSION STATEMENT

The Pacific Coast Congress of Harbormasters and Port Managers, Inc. is an organization of commercial and recreational marina professionals promoting the development and growth of our industry and membership through communication, education and professional certification.

TUESDAY, April 11

2:00 pm - 4:00 pm

Board of Directors Meeting

5:00 pm - 7:00 pm

Welcome Reception and Conference Check-in

WEDNESDAY, April 12

8:00 am **Conference Check-in**

8:30 am **Call to Order: Mike Loy**, President, False Creek Harbour Authority, BC

Business Report

Introduction of PCC Board Members

Announcement of PCC elections

8:50 am **Host Port Welcome and Introductions: Anita Yao**, Port of San Francisco, CA

9:10 am **Training and Education Committee Report: Eric Olsson**, T&E Committee Chair

9:20 am **Barbara Schwantes Report: Cheryl Maynard**, PCC Executive Secretary

9:35 am **Introduction of Sustaining Members, Tami Allen**, City of Bainbridge Island, WA

10:15 am **Networking Opportunity** – Meet up with your colleagues to discuss marina issues, share stories and find solutions to your problems. Also, an opportunity to get to know your PCC Sustaining Members (vendors) whose support helps make these conferences possible and who offer a wealth of information on products and services to enhance marina productivity and address your operational and maintenance concerns.

10:35 am **Call of the Ports** – Introduce yourself and your guests. Give your affiliation and the PCC committee(s) on which you serve. Tell us about yourself...what attracted you to a career as a marina professional? Highlight the issues that you consider are some of your biggest challenges, accomplishments and successes. This is an opportunity to let the PCC membership know you better and understand what makes your marina unique.

Facilitators: **Mike Turkington**, False Creek Harbour Authority
Eric Olsson, T&E Committee Chair

12:00 pm **LUNCH** – “Lunch with a Friend” Time to meet a new PCC member.

1:00 pm **Call of the Ports (continued)**

2:45 pm **Networking Opportunity** – Wonderful time to seek out some of your fellow PCC members who piqued your interest during Call of the Ports and to grab a sustaining member who might just have a solution to a pressing problem.

3:00 pm **Session 1: Let's Talk Cranes...**Everybody wants a crane...but do you need one? Dockside or small mobile cranes can make life easier and promote efficiency in handling heavy loads.



Before you leaf through the crane catalogue or embark on a frantic web search, you should consider all of the costs involved in installing a crane at your facility. A few questions to ask: What type and size crane is needed (now and in the future)? Where will it be located to best serve moorage tenants and marina staff? Who will operate it? What type of training and personnel certifications are required to operate it? How often must it undergo a safety or SWL certification...how much will that cost? What are the maintenance requirements? Are there liability issues? Maybe I really don't want a crane....

Presenter: **Vendor-Round Table Discussion**

Facilitator: **Mike Turkington, False Creek Harbour Authority, BC**

3:45 pm **Networking Opportunity** - a quick break and a chance to talk to PCC colleagues and our staunch and supportive vendor corps.

4:05 pm **Session 2: Dealing with Change...**Whew, can't argue that 2016 didn't come to a dramatic end with some truly game changing events. But, that's not what this session will focus on. Sure, for many, recent political events have possible life-altering consequences but how much of this fervor is media driven and the lure of the next broadcast keeps you fixated on your TV or smartphone. Maybe it time to just "turn it off" and reflect on and embrace what you have and truly grasp the relevance of these events to your daily lives. Change takes many forms...well beyond what many feel is a monumental political upheaval...which honestly pale when compared to the loss of a loved one, a divorce or even the sudden disruption of becoming unemployed or unable to support a family. And don't forget there is also good change as new life enters your family or you do get that job or promotion. So, recognize that change is the norm and prepare yourself for it. Change doesn't always have to be sudden and dramatic, and while often subtler, it can nonetheless become unbearably stressful: a new boss or co-worker who is disruptive, a new work assignment, etc. This session will cover some of the steps to help you better understand why change can be so painful (and joyous) and present ways to better cope with the change-induced angst and stresses that seem to be so difficult to shed.

Presenter: **Jean Crossman-Miranda, Miranda Solutions, Inc. Oakland, CA**

Facilitators: **Anita Yao, Port of San Francisco, CA**
Eric Olsson, T&E Committee Chair

5:00 pm **Exhibitor Reception and Member Get Together:** Grab this opportunity!! Our gracious Sustaining Members welcome you to join them for entertainment, snacks and refreshments. This is a chance to discuss issues and problems confronting your marina and perhaps walk away with an innovative and cost-efficient solution. This is also an opportunity to acknowledge the efforts of our dedicated "vendor corps" for their support.

THURSDAY, April 13

8:30 am Meeting Updates and Announcements
Meet the candidates

9:15 am Session 3: Getting it Done! Why did it happen and how was it fixed? This is the story of how Crescent City Marina was devastated by multiple tsunamis (1946, 2006 and 2011) and bounced back to become one of the few tsunami-resistant marinas in the U.S. Five years ago a wave generated by Japan's monstrous Tohoku earthquake destroyed



Crescent City's fishing harbor.

"It was devastating," recalls Richard Young, Harbormaster, "not only for the harbor but for the entire community..." Three years and \$50 million later, it's fair to say we're all the way back at this point. The harbor has been rebuilt with new slips and gangways, and...it's the first tsunami-resistant marina that we know of anywhere on the West Coast."

Designed by Oakland-based Ben C. Gerwick Inc., the fishing port has added nearly 100 more pilings, double the size of the old ones, and driven 30 feet into bedrock under the harbor. But the key new feature is a 400-foot tsunami attenuator dock, designed to withstand a tsunami of the intensity typically seen only twice in a century.

Ellen Johnck played a critical role in assisting in getting it done...through skilled leadership and a unique understanding of the permitting process, not only did she ensure that Crescent City Marina returned, it came back capable of defiantly withstanding nature's worst. Ellen is a leader in the development of strategies featuring public-private sector collaborations to achieve the objectives of the maritime industry and shoreline business for economic growth and environmental stewardship.

Presenters: **Ellen Johnck**, Ellen Johnck Consulting
Charlie Helms, Harbormaster, Crescent City Marina, CA
Patrick Bailey, Harbor Commissioner, Crescent City, CA
Facilitator: **Anita Yao**, Port of San Francisco, CA

10:00 am Session 4: Difficult or Different...OK, we all have our biases...except me of course. Why are some clients or co-workers so frustrating to work with? Or more importantly, why would anyone think of YOU as a difficult person. Every day we engage with other people, whether they be moorage tenants, co-workers, county commissioners, agency representatives or just friends, and not everyone is in concert with your values and the



George Myers

way you view the world (much less your neighborhood.) Don't they understand? Well, it may be time to re-evaluate the way we measure the validity of these conflicting positions and perceptions and to better understand that just because someone disagrees doesn't mean they are being difficult...maybe it's time to stop refereeing every call and recognize that differing views shouldn't necessarily promote discord...it's OK to be different...

An expert facilitator and presenter with over 20 years of organizational development experience, George brings knowledge, energy and a keen sense of humor to his work. His affable delivery style creates a safe and enjoyable learning environment that allows him to appropriately challenge people as they develop their skills. George has a broad understanding of the challenges facing leaders and teams. His passion for effective leadership and teamwork has helped organizations reach higher levels of performance.

Presenter: George Meyers, Effectiveness Institute

Facilitator: Giuseppe Alvarado, Port of Seattle, WA

12:00pm LUNCH – Table Topics – Time to eat and continue discussions on important topics.
Election Results

1:00 pm Assemble for Host Tour Activities: Please meet outside of the main lobby at the hotel.

5:00 pm Training & Education Committee Meeting (hotel lobby)

6:00 pm Social Hour

7:00 pm Banquet
Award Presentations
Introduction of new officers and board members
Entertainment

FRIDAY, April 14

7:30 am Breakfast Buffet

8:30 am Reconvene Business Meeting

8:45 am Session 5: Do We Care About Boating?



Sounds like a pretty dumb question...of course we do! But, what are you doing to promote boating and ensuring that your customer base doesn't just lose interest and dwindle? Things change...as fishing stocks become depleted and you see your constant stream of daily boat launches turn to a mere trickle or worsening weather patterns or adverse environmental conditions cause boaters to pursue other recreational options. Other factors such as economic downturns or demographic changes can also turn once avid boaters away. What to do? To keep your marina thriving you need to keep boating alive and actively support "grow boating" campaigns and become a visible

promoter of boating activities. This session will show how others have responded to present boating as a unique and enjoyable family activity and highlight strategies that help to ensure safe and clean boating and to maintain the enthusiasm of current boaters and to attract new boaters.

Presenter: Susan Shingledecker, BoatUS Foundation, Annapolis, MD

Facilitators: Paul Stallard, Salmon Harbor Marina, OR

Eric Olsson, T&E Committee Chair

9:40 am Closing Remarks, Conference adjourned

A Special Thank You to Our Exhibitors!



Marina Dock Parts



