NOTICE OF MEETING REGULAR MEETING

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- 2. APPROVAL OF THE AGENDA
- 3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA
- 4. RECONSIDERATION
- 5. SYNOPSIS APPROVAL

A. May 16, 2014 Meeting Synopsis Page 3

- 6. VISITORS
- 7. STAFF REPORTS
- 8. PUBLIC HEARING
- 9. PENDING BUSINESS

A. Wrangell Report Page 7

10. NEW BUSINESS

- A. Vessel Haul-Out and Repair Facility Maintenance and Budget
- B. Discussion of Permitting Environmental, ACOE, and ??
- C. Group Discussion of Short and Long Term Goals for the Facility Page 23

11. INFORMATIONAL ITEMS

A. Resolution 14-015, Appointing the Vessel Haul-out Task Force to Review and Make Recommendations on a Large Vessel Haul-Out and Repair Facility at the Port Page 25

B.	Barge Mooring Facility Info from 2014-2019 CIP	Page 27
C.	Aerial Picture of Tr. 1-A and the Fishing Lagoon	Page 29
D.	Draft Business Performa	Page 31
F.	Research on Haul-Out Yard Management Options	Page 33
E.	Task Force Meeting Schedule	Page 101

- 12. COMMENTS OF THE AUDIENCE
- 13. COMMENTS OF CITY STAFF
- 14. COMMENTS OF THE TASK FORCE
- **ADJOURNMENT NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, JUNE 16, 2014** at 3:30 p.m. in the City Hall Conference Room located at 491 E. Pioneer Ave, Homer, Alaska.

UNAPPROVED

Session 14-06, a Regular Meeting of the Vessel Haul-Out Task Force was called to order by Chair Howard at 3:35 p.m. on May 16, 2014 at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

PRESENT: Howard, Pate, Stockburger, Hawkins, Pitzman, Lewis

ABSENT: Carroll

STAFF: City Manager Wrede

Deputy City Clerk Jacobsen

AGENDA APPROVAL

Chair Howard called for approval of the agenda.

LEWIS/PATE SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA

None

RECONSIDERATION

APPROVAL OF SYNOPSIS

A. May 5, 2014 Meeting Synopsis

Chair Howard called for a motion to approve the meeting synopsis.

LEWIS/STOCKBURGER SO MOVED

There was no discussion.

VOTE: NON OBJECTION: UNANIMOUS CONSENT

Motion carried.

VISITORS

None

STAFF AND COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS

PUBLIC HEARING

PENDING BUSINESS

A. Marine Industrial Use & Vessel Haul Out at Tr. 1-A, The Fishin Hole Sub. No.2 Sub.

The Task Force reviewed the information in the packet and acknowledged that the property was purchased for harbor related purposes. Staff will continue to work with finance to resolve the mystery of what fund made the initial purchase of the property.

NEW BUSINESS

A. Memorandum from Port Director Re: Large Vessel Haul-Out Questionnaire Results

The group reviewed and discussed the results and recognized that most were supportive of a facility, and that it was split between whether the facility should be run by the city or private enterprise. The notion of a co-op wasn't of much interest. Relating to city or private ownership of a haul-out facility, it would be a question that needs to be asked of the tax payers in the community whether they want the city to make this kind of obligation to own the facility. There may not be the time to make that analysis, but it is something to be aware of.

It was acknowledge that the issue will be that it is a small group of people who will use it, and to burden the entire harbor users with the funding and support of it, and that is where the discussion will get interesting. The concept is that this will start off with a small group of users, but will grow if/when the barges and tugs start coming in. Private enterprise would mitigate the cost to the enterprise.

The recommendation to Council will likely include city and private owned options with pros and cons of each.

B. Memorandum from Port Director Re: Suggestions on Large Vessel Haul Out & Repair Facility Management

Harbormaster Hawkins reviewed the information in his memo and talked about what he learned in researching five municipal harbors with vessel haul-out and repair facilities. He envisions the uplands being used for maintenance and repair, but not for long term storage. He foresees something like Kodiak where there is a graduated land use that encourages getting the work done and back in the water.

They discussed the two basic methods of an open yard and a closed yard. All the municipally owned facilities are open yards where vessel owners are allowed to to manage their own repairs either themselves or hiring contractors from an approved list. In closed yards, the shipyard employees do the work. There are advantages and disadvantages to both, one being a hands-off operation, and the other requiring direct harbor management and oversight.

VESSEL HAUL OUT TASK FORCE REGULAR MEETING MAY 16, 2014

Question was raised regarding maximum capacity with the space available. There was discussion that is difficult to answer because there are variables including vessel size, method of haul-out, and management and organization of the yard. Scheduling arrivals and departures is another consideration in developing a yard plan.

They addressed that the first phase of improvements would be upgrades to the immediate beach area and the haul out, and addressing how to get various vessels to the location. Rebuilding the road and upgrades to the pad and those types of improvements will fall into phase two, which could get underway one year or five years after phase one. They should think about and suggest what the future phases will look like and how it will happen. It will be important to give the council a clear picture of what the options are and the steps to work through the phases as the facility grows.

Moving forward the group could consider some timeframes for phase two and three, whether to include a travel lift in the CIP, and talk about rate structures to see if those charges could be tolerated by the user.

At the next meeting Chair Howard would like to include permitting. She added that she and the Harbormaster could work on the components of the report to bring back. Harbormaster Hawkins said he would bring back some cost information and annual maintenance budget for a facility. He suggested that rather than he and the Chair preparing the components, that everyone could come back with a list of what they thought the short term goals, like phase one, and longer term goals would be. He said he would include the information he has compiled from other municipalities included in their packet.

INFORMATIONAL ITEMS

- A. Resolution 14-015, Appointing the Vessel Haul-out Task Force to Review and Make Recommendations on a Large Vessel Haul-Out and Repair Facility at the Port
- B. Barge Mooring Facility Info from 2014-2019 CIP
- C. Aerial Picture of Tr. 1-A and the Fishing Lagoon
- D. November 26, 2013 Memorandum from Port Director to the Port & Harbor Advisory Commission Re: Potential of Haul-Out & Repair Facility and letters of support/interest
- E. Task Force Meeting Schedule

COMMENTS OF THE AUDIENCE

Rachel Lord, of Cook Inletkeeper, Coordinator of the Alaska Clean Harbors Program, and city resident, has expressed her personal support for the project. She encouraged the group to keep the environmental concerns of the facility on their radar that will be covered through DEC and EPA permits. She said she is happy to work with the group to help them move forward properly in the environmental areas.

COMMENTS OF CITY STAFF

None.

VESSEL HAUL OUT TASK FORCE REGULAR MEETING MAY 16, 2014

COMMENTS OF THE TASK FORCE

Mr. Pate thinks Ms. Lord's comments are germane to what they are doing and thinks they have acknowledged the environmental impacts from the beginning. He is sure they will rely on the Inletkeeper's expertise to ensure permitting is in line.

Mr. Pitzman reflected on his experience at Kodiak where they have an open ship yard, managed by the port, and has an approved list vendors; and also with closed yards like Seward. With those experiences and what the group has heard make him think that they should be aiming for an open yard with port and harbor management. The city will do a good job overseeing management of waste water. Lastly, we need to remember who we are supposed to be responsive too. We drift toward the barge haul out because it's easy and there, but we have to keep talking what we will do with the 58' fleet that wants to haul out but can't. They live here and tie up in our port.

Mr. Lewis had no comment.

Harbormaster Hawkins commented that Rachel Tussey put the memo together on the questionnaire results, not him.

Mr. Stockburger agreed with Mr. Pitzman's comments. The big task of this panel is to give a direction they think is the proper way to go.

Chair Howard thanked Ms. Tussey for the great job on the questionnaire, it will be very valuable as part of their report.

ADJOURN

There being no further business to come before the Task Force the meeting adjourned at 4:58 p.m. The next regular meeting is scheduled for Monday, June 2, 2014 at 3:30 p.m. at the City Hall Conference Room located at 491 E. Pioneer Avenue, Homer, Alaska.

MELISSA JACOBSEN, CMC, DEPUTY CITY CLERK	
MELISSA SACODSEN, CMC, DEFOTT CITT CLERK	
Approved:	

Ports and Harbors Create Economic Opportunity

Presentation to the

31st Annual Conference of the

Alaska Association of Harbormasters

and Port Administrators

Wrangell, Alaska

Mike Fisher

October 27, 2010



Agenda

- The Role of Ports and Harbors in the Local Economy
- Sustainability and Economic Development
- Public and Private Roles in Economic Development
- Traditional Means of Encouraging Private Investment
- **Emerging Methods of Encouraging Private** Investment

The Role of Ports and Harbors in the Local Economy

- Interface between water and uplands
 - Economic engine and opportunities
- Bring in outside dollars
- Community facilities

Sustainability and Economic Development

Sustainability

- ✓ Financing
- ✓ Funding
- ✓ Continued operations and long-term survival
- Your facility's bottom line
- ✓ Public

Economic Development

- ✓ "Unsustainable?"
- Community-wide benefits
- ✓ Economic activity
- Public, private, and public/private



Public and Private Roles in Economic Development

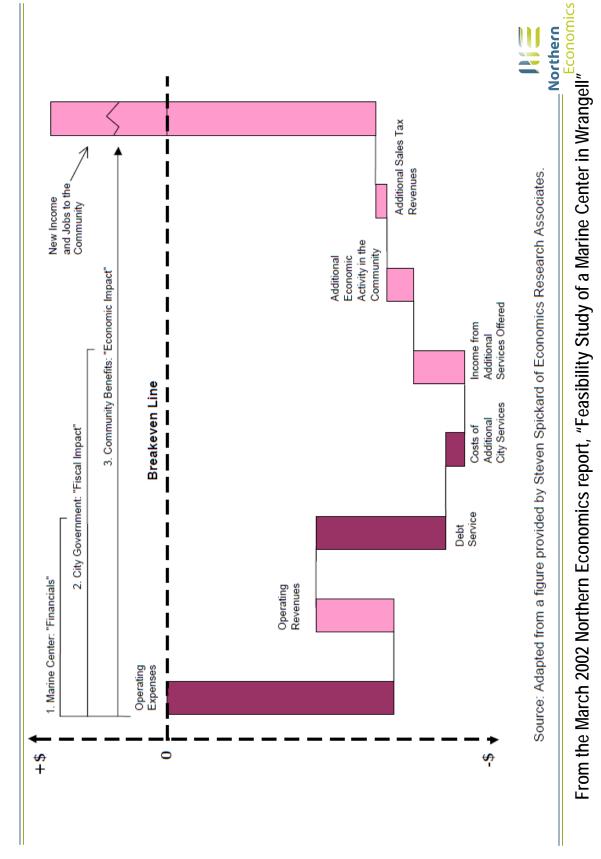
- At its core, economic development is the process of increasing the standard of living in an area
- Public Role
- Establishing infrastructure
- Establish a regulatory framework
- Establish a business environment
- Encourage economic opportunity
- Encourage private investment
- Private Role
- Investment to meet a need
- Generate a rate of return

Economic Development Beyond Marine Facilities

- Financial sustainability traditionally looks just at a facility
- Can we cover operating costs?
- Can we set aside enough to replace the facility in 20 or 30 years?
- Economic development must look beyond marine facilities
- What does the facility mean for businesses in the community?
- Does the facility generate other benefits?
- I Three bottom lines:
- Financial the facility
- Fiscal additional government benefits
- Economic additional community benefits



The Three Bottom Lines of a Marine Center



Traditional Means of Encouraging Private Investment

- Infrastructure
- Lease structures and incentives
- Tax structures and incentives



Emerging Methods of Encouraging Private Investment: Public-Private Partnerships (PPP)

- No accepted definition of a public-private partnership
- operated through a partnership of governmental and Generally, PPPs are joint ventures funded and/or private entities
- In developed countries, PPPs are used for facilities within ports, not for entire ports
- Perhaps more useful as a concept than for practical application

Why Use a Public-Private Partnership?

- Government control (participation and ownership) with private efficiency and capital
- Gaps in the three bottom lines
- Access to a broader range of financing
- Access to additional capital
- Fewer constraints on accessing capital
- Risk sharing (specificity, complexity, uncertainty)
- Lower costs of service through specialization



How PPPs Have Been Used

- Typically infrastructure projects
- Highways
- Mass transit
- Hospitals
- Wastewater treatment plants
- Port facilities limited, primarily small to medium ports
- Some federal funding now allows private contributions to its project match

Issues with PPPs

- Alaska's DOT doesn't have enabling laws to allow it to enter into public-private partnerships
 - Limitation of types of partnerships that may be available
- Port Authorities are allowed by statute, but do not have the power of taxation
- Public agencies can't compete with the private sector
- Not as applicable for smaller governments



How PPPs Can Work in Alaska

- Rehabilitation, restoration, and reuse of facilities
- Public investment in infrastructure, private operation of facilities and services
- BOOT concept: private construction, ownership, and operation for a limited period, with transfer to public
- Concern about maintenance
- Coordinated investment, virtuous cycle

Recommendations for Governments

- Be transparent
- Separate government agencies
- Maintain objectivity, arm's length transactions
- Ensure that the bidding process is competitive
- Include standardized, low-cost arbitration procedures in the contract

Source: Vining, A. and Boardman, A., 2008. The potential role of public-private partnerships in the upgrade of port infrastructure: normative and positive considerations. Maritime Policy & Management, **35**(6), 551-569.



Recommendations for Governments

- Ensure that the private sector partner(s) have sufficient equity at risk to give them the proper incentives
- Use of stand-alone, specific-use corporations
- Prohibit the contractor from selling early
- Synergies between construction and operation
- Understanding fault if sold
- Have a direct conduit to debt holders
- Protection in the event of bankruptcy

Source: Vining, A. and Boardman, A., 2008. The potential role of public-private partnerships in the upgrade of port infrastructure: normative and positive considerations. Maritime Policy & Management, 35(6), 551-569.



Questions/Comments?



Following the conference, this presentation will be posted at www.harbormodel.com.



VESSEL HAUL-OUT TASK FORCE PRE-MEETING WORKSHEET FOR THE JUNE 2, 2014 MEETING

Please be prepared to talk about your goals and ideas regarding the Vessel Haul-Out and Repair Facility. This form is provided for you to make notes to bring to the meeting for discussion.

Short Term Goals:			
Long Term Goals:			
_			

1 CITY OF HOMER 2 **HOMER, ALASKA** 3 City Manager/Port and Harbor 4 **Advisory Commission** 5 **RESOLUTION 14-015** 6 7 A RESOLUTION OF THE HOMER CITY COUNCIL APPOINTING A 8 TASK FORCE TO REVIEW AND MAKE RECOMMENDATIONS ON A 9 LARGE VESSEL HAUL-OUT AND REPAIR FACILITY AT THE PORT. 10 WHEREAS, The Port and Harbor Advisory Commission has discussed the possibility of 11 a vessel haul-out and repair facility at the port; and 12 13 14 WHEREAS, There are options of building a vessel haul-out and repair facility that is either privately owned or enterprise-owned; and 15 16 WHEREAS, The benefits and challenges of building such a facility can be explored in 17 18 more detail by a task force; and 19 WHEREAS, A task force can review and discuss all facets of a vessel haul-out and repair 20 21 facility and provide recommendations to Council. 22 NOW, THEREFORE, BE IT RESOLVED that the Homer City Council supports the 23 establishment of a task force to review and make recommendations on a large vessel haul-24 25 out and repair facility. 26 27 BE IT FURTHER RESOLVED that the committee will consist of seven members, two representatives from the Homer City Council (to be appointed by the Mayor and approved by 28 the Council), the Harbormaster, two members from the Port and Harbor Advisory 29 Commission (to be selected by the Port and Harbor Advisory Commission), and two members 30 of the marine trades. Other staff members will provide administrative and consultative 31 support as requested by the task force or directed by the City Manager. 32 33 BE IT FURTHER RESOLVED that the task force will establish its own work schedule, 34 35 provide a recommendation to Council no later than October 1, 2014, and shall be disbanded 36 when the scope of work is complete. 37 BE IT FURTHER RESOLVED that the City Clerk is authorized to advertise for parties 38 39 interested in serving as representatives of the marine trades. 40

41

Page 2 of 2 RESOLUTION 14-015 CITY OF HOMER

42	PASSED AND ADOPTED by the Homer (Lity Council this 13th day of January, 2014.
43		
44		CITY OF HOMER
45		
46		
47		Maurewishe
48		MARY E. WYTHE, MAYOR
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50,	ATTEST:	
51	Significant Commence of the Co	
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53	f/	
54	Mr	•
55	JO JOHNSON, MMC, CITY CLERK	
56		
57	Fiscal Note: Staff time and advertising costs.	
58		
59		

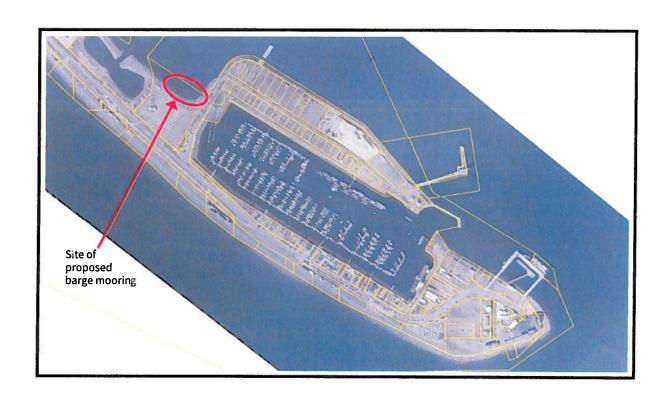


Barge Mooring Facility

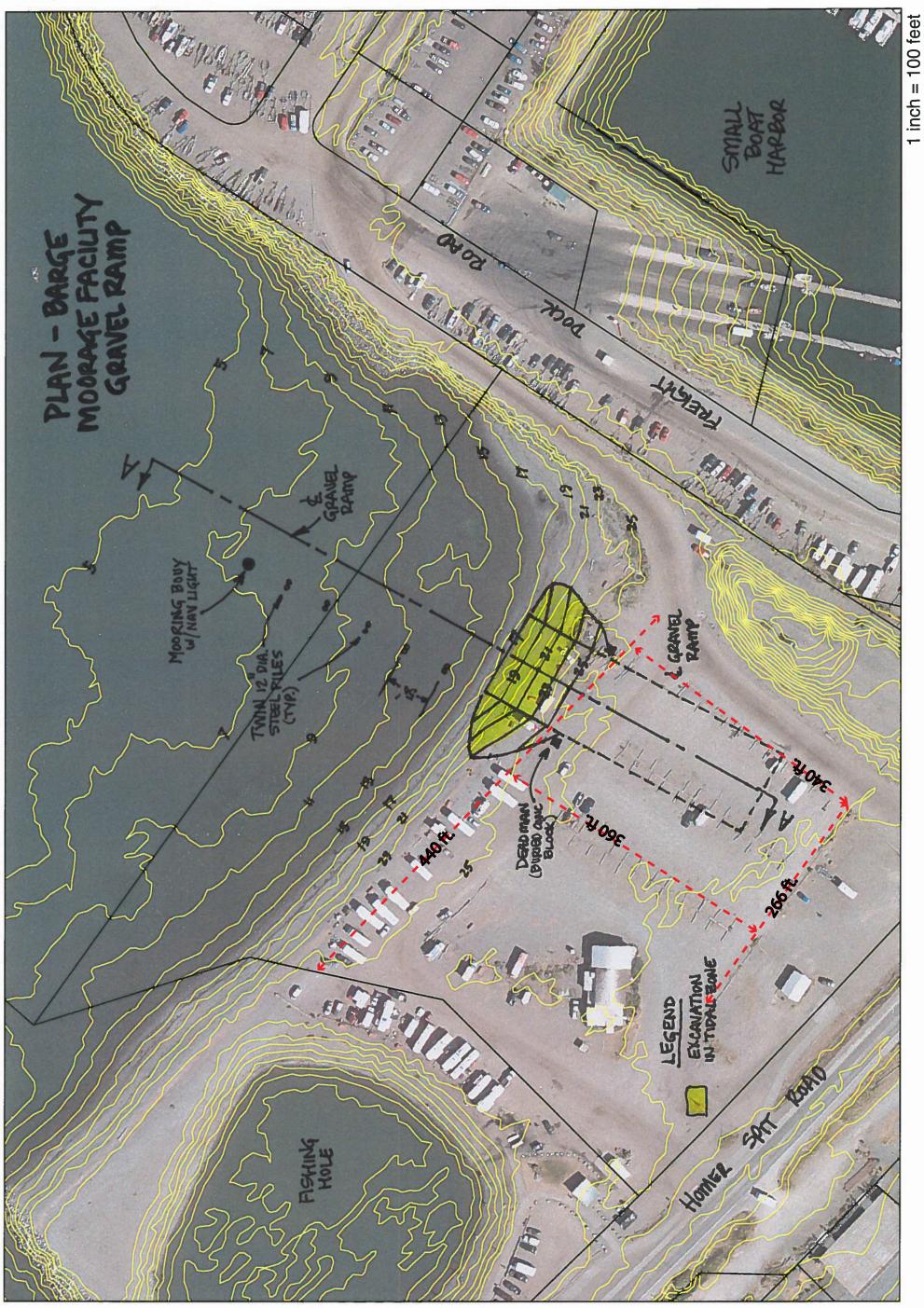
Project Description & Benefit: Constructing a barge mooring facility at Lot TR 1A (east of the Nick Dudiak Fishing Lagoon) will meet the growing freight needs of existing Homer businesses and attract additional large vessel business. The mooring facility will consist of a row of piles driven perpendicular to the beach that extend down through the tidal area in conjunction with a stern anchoring system and bollards above the high water line. This proposed improvement will provide secure moorings for vessels that cannot currently be accommodated within the harbor's basin due to lack of space. The project is a response to requests from vessel owners/managers seeking safe moorage and uplands haulout area for large industrial freight barges.

Total Project Cost (2014): \$540,000 Design and Engineering (2013): \$54,000 Construction (2014): \$486,000

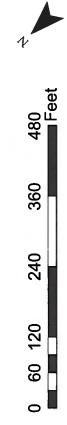
FY2015 State Request: \$486,000 (10% City of Homer Match: \$48,600)











Business Performa Large Vessel Haul Out Assumptions and Projections

ASSUMPTIONS

- 1. Minimal construction to include excavation and improving the existing beach site, installing a permanent ramp area, driving mooring pilings, and investigating and/or constructing and/or purchasing a cradle and/or trailer to assist in pulling vessels with deeper hull designs.
- 2. Future projects and needs include improving the present storage area adjacent to the ramp for larger vessels, rebuilding the existing access road from the current beach site to the concrete pad, installing the necessary drains and catch systems at the pad, considering permanent and/or portable structures at the pad, considering other means of pulling vessels, i.e. a travel lift.
- 3. The City of Homer will continue to own and maintain the ramp area, the storage area and the concrete pad.
- 4. The City of Homer will administer the use and occupancy of all areas, will establish minimum qualifications for all users, will monitor all related activities and will gain remuneration from user fees, rental agreements and/or leases.

PROJECTIONS

Phase I

- 1. Cost of ramp construction.
- 2. Cost of piling installation.
- 3. Cost of storage area improvements.
- 4. Cost of purchasing a saddle or trailer for deeper draft vessels.
- 5. Cost of additional working necessary on site, i.e. lighting, power, etc.
- 6. Deferred maintenance expenses related to noted improvements.
- 7. Cost of related debt service.
- 8. Projected administrative expenses for the City of Homer.
- 9. Expected annual remuneration from all user fees.

Phase II

- 1. Cost to rebuild and improve existing road from ramp site to existing pad.
- 2. Cost of improving pad and installing a catch system for waste fluids and/or materials.
- 3. Additional equipment and/or improvements necessary to operate and maintain pad area.
- 4. Deferred maintenance expenses related to noted improvements.
- 5. Cost of related debt service.
- 6. Projected administrative expenses for the City of Homer.
- 7. Expected annual remuneration from all user fees.



Port and Harbor 4350 Homer Spit Road Homer, AK 99603

port@cityofhomer-ak.gov (p) 907-235-3160 (f) 907-235-3152

Memorandum

TO:

VESSEL HAUL-OUT TASK FORCE

FROM:

BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE:

MAY 9, 2014

SUBJECT:

RESEARCH ON HAUL-OUT YARD MANAGEMENT OPTIONS

At the previous VHOTF meeting on May 5, 2014, it was requested that I look into different options for managing haulout yards and facilities. I have reviewed the management plans and rate schedules of five municipal harbors' vessel haul-out and repair facilities: Seward, Kodiak, Valdez, Wrangell, and Port Townsend, WA. Staff has compiled a binder to organize the information from each harbor, which will be available at all VHOTF meetings for reference.

As to-date, I have learned that there are two basic methods for managing these facilities: a "Closed Yard" and an "Open Yard". These two basic descriptions each have many variations of what vessel owners can or cannot do while their vessel is hauled out. All the municipally-operated haul-out and repair yards are operated as "Open Yards", where vessel owners are allowed to manage their own repairs, either by hiring contractors from an approved vendor ast or by actually performing the task themselves with their ship's crew. "Closed Yard" facilities do not allow vessel owners to make the repairs to their boats; the shipyard employees actually do the work while the vessel owner plays the role of customer and project overseer. From what I have gathered, these two types of yards tend to be either entirely private-owned on private property, or managed as a private enterprise through a long-term lease on public property.

So where does that leave us? I can see that there are advantages and disadvantages to both management methods. One would basically be a hands-off operation that harbor staff would oversee, and the other would require direct harbor staff management and oversight.

Recommendation

At this time, my only recommendation is that the task force reviews our original goals and priorities that set us on this path in the first place. This reflection of goals, as well as reviewing the results of the large vessel haul-out questionnaire, will better aid the group's recommendation on facility management.



Customer



Kodiak Boatyard User Agreement City of Kodiak -- Harbor Department 403 Marine Way, Kodiak, AK

PLEASE PRINT

Vessel Name:		USCG#
Owner's Name:		
Billing Address:		
City: State:		
		Phone:
Vendors & service providers:		
Desired lift date:		Launch date:
Vessel description: House: Fwd Aft	_	Height from keel to uppermost: Fwd Aft (ft)
Length: (Include all fixed protubers	ances)	Estimated displacement in tons:
Beam: Draft:	,	First-time user? Yes No
Wash-down labor? Owner City staff		Special equipment/power?
-	lf ves. user mu	st provide drawings/photos/diver
		st provide drawings, priotos, drver
		Zincs Propeller Shaft Rudder
Other (Please explain)		
Carol (Floase explain)		
Documents (*Required) Date Sta	ff initials	Comments
☐ USCG Documentation*		
☐ BMP* provided to user	****	
☐ Vessel lifting plan		
☐ Vessel blocking plan		
☐ Proof of insurance *		
☐ City also insured? *		
☐ Vendor compliance *		
☐ Deposit paid *		
☐ Waivers, when required		
☐ Harbormaster approval*		

✓ I accept and acknowledge that I have read and agree and Best Management Practices (BMP). I shall take be fees, fines, or cleanup required, I agree to pay s	ce precautions	on pages 2 & 3 and will abide by the Kodiak Boatyard Policies to prevent pollution to the air, ground and water. Should there
✓ I accept full responsibility for my activities in the l	boatyard, and	for the actions of my crew, workers, vendors and contractors.
✓ I agree to have insurance covering the vessel, crew	and persons v	vorking for me, as may be required by the terms and by the law.
	City will comn	nit to lift dates and that all fees must be paid before launch. The
User Signature:	/	Date:
User Signature: (\(\cap \) Owner \(\cap \) Operator \(\cap \) Agent)		(Print Name)
Staff Signature:	/	Date:

Page 1 of 3

Terms and Conditions: Kodiak Boatyard User Agreement

- 1. The City agrees to provide lift/launch services and provide dry dockage space to the owner of the vessel described on the preceding page during the dates indicated. The City does not accept the vessel, it tackle, fixtures, equipment gear or furnishings for storage or safekeeping. Nor does the City accept any responsibility for vendor supplies, equipment and personnel that the vessel owner may organize or contract.
- 2. **Policy Compliance.** Vessel owners, their agents, crew, service providers/vendors (all referred herein as Users) agree to comply with the City of Kodiak's (City) boatyard policy. A copy shall be provided when services are scheduled.
- 3. Vendors. Contracting for all services to the vessel while it is in the yard, and payment for those services, is the sole responsibility of the vessel owner or operator. Persons providing services to a vessel in the yard ("Vendors") must pay, in advance, an annual fee, before providing services.

4. Insurance.

- (a). Users other than Vendors agree to have a current marine insurance policy of a "named perils" or "all risks" type that fully insures the value of the vessel, plus liability. A Certificate of Insurance shall be provided to the City showing coverage not less than the minimum required in the boatyard policy document. Hull and machinery coverage shall be sufficient to dispose of the vessel if abandoned, burned or otherwise left to the City.
- (b) Vendors and service providers must have on file with the Harbormaster a current Certificate of Insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the harbormaster before work may begin. Vendors must also provide proof of long shore and harbor worker workman's compensation insurance or proof that such coverage is waived.

5. Scheduling.

- (a) Users must plan to be in and out of the yard as scheduled. The City will make every attempt to lift/launch vessels as close to the User's schedule as possible. Weather, mechanical or other unforeseen circumstances may cause short delays. The City shall not be responsible for lost fishing time, or any other lost time to the vessel, while it is in the boatyard. If it becomes obvious that a vessel will need more time in the yard than scheduled, the User shall notify the Harbormaster at least seven days in advance. Additional time will be granted on a space-available basis, otherwise the vessel will be returned to the water to make room for previously scheduled boats.
- (b) **Scheduling Deposit.** A deposit (per City Schedule of Fees) is required to schedule a lift and dry dockage. The deposit will be credited toward yard fees or will be forfeited if the vessel fails to make the scheduled lift appointment. A cancellation or change must be communicated to the Harbormaster at least 24 hours in advance to avoid deposit forfeiture. Vessels missing their scheduled lift date may be accommodated on a "space available" basis.
- 6. **Sling placement.** Users must inform (in writing and/or with photos/drawings when available) the lift operator of all fragile underwater appurtenances like keel coolers, transducers, and bilge keels. The City assumes no responsibility for damage to an appurtenance whose existence or location is not disclosed accurately. If the lift operator or User has concerns about sling placement, a diver shall be hired at the User's expense.
- 7. **Dry Dockage.** The Harbormaster shall designate a dry storage area within the boatyard for the vessel. Charges for dry dockage are payable from the time the vessel is lifted until the vessel is removed from the boatyard. Payment of charges for dry dockage grants a User a revocable license to use the dry dockage area that is designated for the vessel. The City is not a bailee under this Agreement, and does not accept the vessel, or its tackle, fixtures, equipment, gear or furnishings, for storage, warehousing or safekeeping.
- 8. **Charges.** Prices are based on overall length of the vessel -- including all appendages. Bills will be mailed monthly, and are due when rendered. A service charge of 1% per month (12% annually) will be added to balances 30 days past due. <u>All charges must be paid prior to launch.</u>
- 9. **Blocking.** Vessel blocking may not be repositioned by anyone other than qualified yard personnel. Additional labor and equipment fees may apply.
- 10. **Security.** Users are responsible for the security of their vessel, tools and equipment. Other than random patrols of the boatyard, staff will not be present during non-business hours.
- 11. **Tarps.** Ground cover tarps must be placed under every vessel prior to blocking. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc.

User's initials	Date:	Page 2 of 3

Terms and Conditions: Kodiak Boatyard User Agreement -- continued

- 12. Oil Disposal. Used oil and antifreeze can be disposed of in the tanks provided by the Harbormaster.
- 13. **Spills & Cleanup.** . <u>Immediately report any spill, failure to report can result in a fine.</u> Users are responsible for the cleanliness of their dry moorage area. Fees will be assessed if harbor labor is utilized to clean a vessel's area.
- 14. **Hazmat.** Disposal of hazardous materials must be in accordance with local, state and federal regulations. See boatyard policy manual and/or ask staff for details for proper disposal methods and locations.
- 15. **Sanding.** Open air sanding, grinding and scraping are prohibited unless dustless systems are used or the vessel is tented and properly vented/filtered to prevent escapement of airborne particulates.
- 16. **Welding.** Welders must be certified, licensed and insured. All OSHA standard welding practices must be followed. Fire guards and protective measures must be in place during all welding and cutting activities.
- 17. **Vendors and Service Providers.** All providers must be on the City's approved vendor list. To qualify for the list, the following documents must be on file: Certificate of Insurance, Alaska business license, registration for city sales tax, and professional certifications. Vendors must abide by OSHA safety rules and regulations pertaining to their trade.
- 18. Ladders. Generally Users provide their own ladders and scaffolding. Some scaffolding and stairs may be available to rent from the City. User assumes all risk when utilizing ladders and scaffolding.
- 19. **Refusal of service.** The City reserves the right to refuse service to vessels that: 1) do not have a current (within 3 years) marine survey, 2) have an inadequate work plan, 3) lack sufficient property and liability insurance, 4) fail to comply with boatyard policy and best management practices, 5) are in poor condition, 6) are unsafe to lift, or 7) may be damaged by lifting. Such vessels may be lifted if the user signs a waiver and provides a performance bond in an amount equal to the yard fees plus the estimated cost to dispose of the vessel should removal become necessary.
- 20. Vehicles and structures. Users may bring in vehicles, trailers or set up temporary structures that fit within the dry storage site of their vessel. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval.
- 21. Children. Children, under the age of 12, must be accompanied by an adult at all times.
- 22. Live-a-boards. No one will live aboard a vessel in dry moorage/storage.
- 23. **Storm events.** The user is solely responsible to take emergency measures to secure the vessel, or anything that may become airborne during a windstorm event. The Customer is responsible for damage caused by airborne debris from his vessel and/or dry storage location.
- 24. Liability. The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The User shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from his acts or omissions, his agents, service providers/vendors, crew, employees or invitees.
- 25. **Default; City's Remedies.** If User violates any term of this Agreement, or fails to pay fees or charges for more than thirty (30) days after the due date, the City may exercise any available remedy, including without limitation one or more of the following: a) terminate this Agreement, b) at User's risk and expense, remove the vessel from the boatyard and/or impound the vessel until the default has been cured, and c) as provided in the City Code, sell the vessel and apply the sale proceeds to satisfy any obligation under this Agreement.
- 26. **No Waiver.** The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
- 27. Notices. Billings and notices will be mailed to User's address as set forth herein. User shall notify the City in writing of an address change.
- 28. **Interpretations; Amendment.** Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Kodiak Boatyard Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

User's initials	Date:	
USECS IIIILIAIS	Date.	



Kodiak Boatyard

Vessel Work Plan
City of Kodiak, Harbor Department
403 Marine Way, Kodiak, AK

)wner:	Operator:			
Dry moorage space in the boatyard is limited. Only six (6) vessels can be accommodated simultaneously. Limited space neans lay day scheduling is critical. That means your boat needs to be ready to launch as close to schedule as possible so the next essel can be lifted on time. Good planning save everyone time and money!				
bviously, if you only need to do th	your work is extensive and will require a pr	nd to accomplish during your vessel's stay. paint) you will be back in the water in a few days, colonged stay, then it's very important that you		
Task	Service Provider	Dates / Comments		
Inspection only				
Pressure wash				
Sand blast				
Containment structure*		AMORANA (AND AND AND AND AND AND AND AND AND AND		
Replace zincs				
Bottom Paint	.,,			
Rudder		Ann.		
Propeller				
Transducers				
Engine (s)				
Hull/House Paint				
Welding				
Fuel tanks				
Water tanks				
Fish holds				
Deck gear				
Required for sandblasting and sprag	painting.			
Based upon the work outlined abo	ove, I needdry moorage days.			
I understand that it is my responsi	bility to request an extension at least seven	(7) days in advance and that it will only be will have priority if my work is not complete.		
	Print last nam			
0				
ry moorage extension granted/deni	ed:	Date		



Kodiak Boatyard User Checklist
City of Kodiak, Harbor Department
403 Marine Way, Kodiak, AK

		i de la companya de La companya de la co
ssel Nar	ne:	Date
vner /Us	er Name:	
Action	Description	Comment / Action
	Sign boatyard agreement	
	Read "Kodiak Boatyard Best Management Practices"	
	Work plan - develop at list of tasks to be accomplished	,
	Vessel profile drawings	
	Planning meeting with Harbormaster and/or yard manager	
	Vessel insurance documents	
	Liability insurance doc for crew during yard activities	
	Performance bond, when required	
	Hull profile drawings; attach actual drawing	
	Power washing labor: city or crew	
	Blocking plan	
	Diver required? Diver hired?	
	Lifting plan for sling placement, are there restrictions?	
	Electrical service desired	
	Liquids: fuel water	
····	Equipment: Scaffolding, stairs, ladders, lifts, etc.	
	Other Rental equipment?	
	Labor	
	Ground cover on hand? Ask Harbormaster	
	Welder: certified, licensed and insured, fire extinguisher	
	Ventilation for enclosed areas/structures	
	Personal protective equipment	
	Structural modifications approved by marine architect?	
	Solid waste plan? Need a dumpster?	
	Liquid waste? Barrels? Disposal? Vac truck?	
	Hazmat storage necessary and arranged	
	Scheduling deposit paid?	
	Vendors or service providers hired?	
	Vendors approved by City?	

Rev. Sep 23, 2009

Photos



Home Services & Capabilities Schedule A Lift **Authorized Vendors** FAQ's Contact Us **Documents & Forms Press Releases**

Authorized Vendors

As of April 3, 2014 10:30 am

NAME	MAIL/E-MAIL ADDRESS	PHONE	CONTACT PERSON	SERVICES PROVIDED
Alaska Hydraulics	410 Shelikof hydrolux@hotmail.com	486-5970 907/250-1028 C	Thomas Loran	Hydraulics
Alaska Marine Surveyors, Inc	P. O. Box 2342 - Kodiak AK 99615 amsinc@ptialaska.net	486-0800 539-1707 C	Jack McFarland	Marine surveying
Arc "N Spark	308 Shelikof - Kodiak AK 99615 asw@hotmail.com	486-4223 539-5091 C	Glenn Dick	Welding, fabrication, crane, machinist
Coastal Contracting, Inc.	P. O. Box 8753 - Kodiak AK 99615	486-0370 539-1044 C	Matt Corriere	Project manager, boat deck, windows, work shelters, interior remodel, tela-scoping forklift
Cummins Northwest, LLC	2618 Commercial Dr Anchorage, AK 99501	907-279-7594 907-382-3350 C	Jeff Pereira	Cummins Engine Repair
C-Wing Services, Inc.	P. O. Box 2827 - Kodiak AK 99615	486-3367 907/539-2367	Chris Wing	Electrical & refrigeration
Kodiak Marine Supply	412 Shelikof - Kodiak AK 99615 debradavis@ak.net	486-5752	Debra Davis	Zincs, paint, and general marine supplies
M.C. Welding	P. O. Box 2498 - Kodiak AK 99615	487-4390	Michael Cole	Welding /fabrication
N. C. Machinery Company	6450 Arctic Boulevard - Anchorage AK 99518	907-786-7500	Jason Hlebechuk	Engine repairs
Pacific Diving Services	P. O. Box 8845 - Kodiak AK 99615 acq@alaska.com	654-8100 C	Lon White	Diving Services
Port Townsend Shipwrights, Inc	3109 Jefferson St Port Townsend, WA 98368	360-385-6138 913-927-0426 C	Jeff Galey/Martin Mils	Full service boat repair
Radar Marine Electronics	909 Squalicum Way, Ste. 106 - Bellingham, WA 98225 ryan@radarmarine.com	360/733-2012 360/739-1291	Ryan Brugger	Sales, service marine electronics
Sparkys Welding	P. O. Box 8370 - Kodiak AK 99615	512-3030 942-1265 C	James Bennett	Welding
Sutliff's True Value Hardware	210 Shelikof St - Kodiak AK 99615	486-5797	Mark Dailey	International Marine Paints, Zincs, Electrical,

NAME	MAIL/E-MAIL ADDRESS	PHONE	CONTACT PERSON	SERVICES PROVIDED
				Plumbing , Pumps and General Marine Supplies
Szabo Marine Services	P. O. Box 1633 - Kodiak AK 99615 herschel@gci.net	486-3853 654-3853 C	Nick Szabo	Local Services Coordinator
Tandy's Welding, LLC	P. O. Box 8704 - Kodiak AK 99615	654-2209 654-4540 C	Geraldine Ford-Roberts	Fabricate, welding

Documents & Forms

Policies
User Agreement and Terms
Vendor Agreement and Terms
Vessel Work Plan
Diver Waiver

User Fees
User Checklist
Haulout Estimate Worksheet
Shipyard Layout
Marine Travelift Specifications
Press Releases





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Services & Capabilities

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Authorized Vendors

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Schedule A Lift

Who do I call?

Contact Deputy Harbormaster Lon White. Call 907-486-8080 or email: lwhite@city.kodiak.ak.us

What should I have when I call?

It's helpful to have the following available during your call:

- · Pictures of your hull if available are very helpful. Email them as an attachment to lwhite@city.kodiak.ak.us.
- · Blocking drawings.
- · Schematic drawings of your boat.

What do I need to do before my haul out?

- · Call us to check on availability.
- · Generally vessels can be lifted with liquids aboard, but discuss with our liftmaster.
- Determine where hull appendages are located so straps can be positioned to avoid damage; rolling chalks can be accommodated but must be
 discussed in advance.

What forms do I fill out?

We will send you a package of information including our policies and forms. You begin the process by filling out the Vessel Lift Agreement and making a refundable \$750 scheduling deposit.

Your insurance carrier must provide a certificate of insurance naming the City of Kodiak as additional insured.

What I have to do to get my boat ready?

You must disclose the quantities and locations of liquids (water and fuel) aboard. You may have to shift liquids to attain weight and balance.

Occasionally high mast lights become an issue. We need to see your vessel's complete profile.

How to get more information:

Marty Owen, Harbormaster 907-486-8080 mowen@city.kodiak.ak.us

Lon White, Deputy Harbormaster 907,486-8092 lwhite@city.kodiak.ak.us

Bill Feda, Liftmaster Provided as necessary

Jimmie Wilson, Office Manager 907-486-8085

Documents & Forms

User Fees User Checklist Policies

User Agreement and Terms

Vendor Agreement and Terms

Vessel Work Plan

Diver Waiver

Haulout Estimate Worksheet Shipyard Layout Marine Travelift Specifications

Press Releases



Harbor Boat Lift Rates April 11, 2013

9.16	Boat Yard
	 Payment, without pre-approved credit, is 50% of the estimated yard fees and is due before the lift; the remainder must be paid prior to launch.
	 Lifts taking more than four hours will be assessed extra labor and/or machine time.
	Dry dockage is assessed the entire time the vessel remains in the yard.
9.16.1	Lift, Block, and Launch
9.16.1.1	Vessels up to 80'
9.16.1.2	81' to 100'
9.16.1.3 9.16.1.4	101' to 120'
9.16.1.4	151' and up
9.16.1.5	After hours surcharge + 20% / ft
9.16.2.1	Nonstandard Lift (operator and lift)
9.16.2.2	Travel strap setT,M&E + 15%
9.16.2.3	Inspection Lift, includes 1 hour hang time free
9.16.2.4	Hang Time
9.16.2.4.1	Hang Time, on wash pad 200,00/hr
9.16.2.4.2	Hang Time, on heated wash pad 300.00/hr
9.16.5	Delay of Lift
9.16.6	Pressure Wash (and scrape if necessary)T, M, & E*
9.16.7	Reposition 50% of lift /launch
9.16.8	Scheduling Deposit (credited to lift or forfeited if the vessel is late or no show)750.00
9.16.9	Dry Dockage Space
9.16.10	On-site Storage
9.16.10.1	Daily (first three days or portion thereof no charge) 0.05/ft/day
9.16.10.2	Minimum charge15.00
9.16.11	Vendor (must be preapproved and have \$1 million liability coverage)
9.16.11.1	Annual vendor fee
9.16.11.2	Per vessel vendor fee (one-time use) 250.00
9.16.12 9.16.12.1	Utilities (includes water)
9.16.12.1	120v single-phase 30 amp or actual kWh cost, whichever is greater 20.00/day 208v single-phase 50 amp or actual kWh cost, whichever is greater 40.00/day
9.16.12.3	208v three-phase '100 amp or actual kWh cost, whichever is greater 50.00/day
9.16.12.4	480v three-phase 100 amp or actual kWh cost, whichever is greater 70.00/day
9.16.13	Equipment Rental
9.16.13.1	Fork lift
9.16.13.2	Man lift
9.16.13.3	Pressure Washer250.00/day
9.16.13.4	Other
9.16.14 9.16.15	Environmental Tarp (ground tarp required for all bottom work)
9.16.15.1	Used oil
9.16.15.2	Dumpster (5.5 yard) 110.00/tip
9.16.15.3	Non-Hazardous liquids, including oil bilge water
9.16.15.4	Hazardous Cost + 15%
9.16.15.5	Other, e.g., metals and wood Cost + 15%
9.16.16	Labor
9.16.16.1	City Employee, straight time65.00/hr
9.16.16,2	City Employee, overtime95.00/hr
9.16.16.3	Contract service provider (e.g., diver, lift operator, etc)
9.16.17 9.16.18	Environmental Surcharge
	, labor hours), materials, and equipment hours
, (1.0	disease transity transity and adaptition transity

Marketin Samagana



Vendor Number

Kodiak Boatyard Vendor Agreement City of Kodiak -- Harbor Department 403 Marine Way, Kodiak, AK

PLEASE PRINT

Rev. Sep 22, 2009

Business Name:			Phone:			
Owner's Name:			Cell:			
Manager's Name:						
Address:						
City:	State:	Zip:				
General nature of services to be pr	ovided:					
Documents (*Required)	Date	Staff initials	Comr	nents		
☐ Alaska Business License*						
☐ Registered for City Sales Tax?						
☐ Proof of insurance *						
☐ Annual vendor fee*			.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
☐ Proof of Workmen's Comp*						
☐ City also insured? *				······································		
☐ Certification						
Certification		***************************************				
☐ BMP Provided to Vendor*						
☐ Harbormaster approved ? *		-				
<u> </u>						
✓ I accept and acknowledge that Best Management Practices (B fees, fines, or cleanup required	MP). I shall to	ake precautions to prevent		e Kodiak Boatyard Policies and and water. Should there be		
✓ I will abide by OSHA safety π	iles and regula	ations pertaining to my tra	de(s).			
✓ I accept full responsibility for r	ny activities ii	n the boatyard and for the	actions of my workers.			
✓ I agree to have insurance cover	ing my workn	nanship employees, as ma	y be required by the term	s and by the law.		
I understand that the name of n	ny business wi	ill be available to boatyard	users.			
1 tingerstand that the name of h						
Vendor's Signature:	Occurrence (3 A	//	(Print Nama)	Date:		

a cams and Conditions: Kodiak Boatyard Vendor Agreement

- The City agrees to provide lift/launch services and provide dry dockage space to vessel owners who may choose to hire contractors, service
 providers or vendors, all referred to herein as Vendors.
- Responsibility. The City accepts no responsibility fixtures, equipment, gear, materials for storage or safekeeping belong to Vendors. Nor does
 the City accept responsibility for Vendor supplies nor his laborers or employees.
- Policy Compliance. Vendors agree to comply with the Kodiak's Boatyard Policies and Best Management Practices (BMP). A free copy can be
 obtained at the harbormaster's office.
- Vendors. Contracting for vendor services and payment for those services, is the sole responsibility of the vessel owner or operator. Vendors
 must pay, in advance, an annual fee, (see City Schedule of Fees) <u>before</u> providing services.
- 5. Insurance. Vendors must have on file with the Harbormaster a current Certificate of Insurance to cover all of the services to be provided. All vendors must carry a minimum of \$1,000,000 per incident and \$2,000,000 in aggregate liability insurance and the City must be included as additional insured. Copies of the insurance policy must be on file with the Harbormaster before work may begin.
- Workmen's compensation insurance. Vendors must provide proof of long shore and harbor worker workman's compensation insurance or proof that such coverage is waived.
- 7. Scheduling. Vendors must plan to work in the when the vessel owner schedules his vessel for the boatyard. The City will make every attempt to lift/launch vessels as close to the User's schedule as possible. Weather, mechanical or other unforeseen circumstances may cause short delayer.
- 8. Dry Dockage. The Harbormaster shall designate a dry moorage area within the boatyard for each vessel. Vendors may work within the vessel's designated dry moorage area. Additional space may be rented from the Harbormaster if available. Rates are published in the City's schedule of fees.
- Security. Vendors and vessel owners are responsible for the security of their vessel, tools and equipment. Other than random patrols of the boatyard, staff will not be present during non-business hours.
- 10. Tarps. Ground cover tarps must be placed under every vessel prior to blocking. They must remain in place and shall be kept clean (daily) of all hazmat, paint chips, etc.
- 11. Oil Disposal. Used oil and antifreeze can be disposed of in the tanks provided by the Harbormaster.
- 12. Spills & Cleanup. Immediately report any spill, failure to report can result in a fine. Vendors and Users are responsible for the cleanliness of their dry moorage area. Fees will be assessed if harbor labor is utilized to clean a vessel's area.
- 13. Hazmat. Disposal of hazardous materials must be in accordance with local, state and federal regulations. See boatyard policy manual and/or ask staff for details for proper disposal methods and locations.
- 14. Sanding. Open air sanding, grinding and scraping are prohibited unless dustless systems are used or the vessel is tented and properly vented/filtered to prevent escapement of airborne particulates.
- 15. Welding. Welders must be certified, licensed and insured. All OSHA standard welding practices must be followed. Fire guards and protective measures must be in place during all welding and cutting activities.
- 16. Ladders. Generally Users provide their own ladders and scaffolding. Some scaffolding and stairs may be available to rent from the City. User assumes all risk when utilizing ladders and scaffolding.
- 17. Refusal of service. The City reserves the right to refuse access to vendors that: 1)do not have a current Alaska business license, 2) fail to register for, collect and remit City sales tax, 3) lack sufficient insurance, 4) fail to comply with boatyard policy and best management practices, 5) fail to comply with safety practices,
- 18. Vehicles and structures. Vendors may bring in vehicles, trailers or set up temporary structures that fit within the dry storage site of the vessel they are working on. Unless otherwise approved, the structures must be removed after the vessel is launched. Mobile homes, travel trailers, or RVs will not be allowed without approval.
- 19. Storm events. The Vendor is responsible to take emergency measures to secure his structures, material and equipment that may become airborne during a windstorm event.
- 20. Liability. The City shall not be liable for death or injury to persons, or damage to property, upon the vessel, yard facilities or premises adjacent thereto arising from any cause other than the willful misconduct of the City. The Vendor shall indemnify and hold the City and its officers and employees harmless from all claims for death or injury to persons, or damage to property, arising from his acts or omissions, his agents, service providers/vendors, crew, employees or invitees.
- 21. No Waiver. The failure of the City to insist upon strict performance of any provision of this Agreement, or to exercise any right or remedy available on a breach thereof, or the acceptance by the City of full or partial payments during the continuance of any breach, shall not constitute a waiver of any provision of this Agreement, and all provisions hereof shall continue in full force and effect. Nothing in this Agreement shall constitute a waiver by the City of its right to arrest any vessel to enforce a maritime lien, or any other right or remedy.
- 22. Interpretations; Amendment. Alaska law shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect the validity of any other provision. This document, in concert with the Kodiak Boatyard Best Management Practices and Policies constitutes the entire agreement of the parties. No amendment of this Agreement shall be valid unless in writing and signed by both parties.

Vendor's initials	Date:			Page 2 of 2



Home Services & Capabilities Schedule A Lift Authorized Vendors Photos

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Services & Capabilities

Services Include:

- · Haulout with Marine Travelift's newest 660-ton lift
- · Professional blocking included
- · High-pressure washdown on concrete pad, heated in when necessary
- · Dry moorage space for all work
- Storage for materials available
- Pre-qualified vendors, suppliers and expeditors
- · Water (included with haulout)
- · Electrical utilities:
 - 120v single phase 30 amp
 - 208v single phase 50 amp
 - · 208v three-phase 100 amp
 - · 480v three-phase 100 amp
 - · Extension cords and spider boxes
- · Equipment available:
 - Keel and hull blocks
 - · Fork lift with operator
 - Pressure washer
 - Access stairs (tower style) up to your vessel
 - Three-phase extension cords and two-phase spider boxes
- · Ground tarps available and required
- Waste disposal:
 - Used oil
 - Dumpster
 - · Non-hazardous liquids, including bilge water
 - · Hazardous materials
- Labor:
 - · City employees for lift and blocking
 - · Contract services: divers, machinists, welders, painters, mechanics, and much more. (See approved vendor list.)
- Environmental systems :
 - · Washdown water filtered and recycled

Documents & Forms

Policies
User Agreement and Terms
Vendor Agreement and Terms
Vessel Work Plan

Diver Waiver

User Fees
User Checklist
Haulout Estimate Worksheet
Shipyard Layout
Marine Travelift Specifications
Press Releases





P.O. Box 1180 · Port Townsend, WA 98368 · (360) 385-0656

Port Townsend Shipyard

2790 Washington Street (360) 385-6211

Spring Hours of Operation (effective March 31, 2014)

Boat Haven Moorage Office:

7 days/week: 8:00 AM-4:30 PM

Point Hudson Marina & RV Park Office:

7 days/week: 8:00 AM-4:30 PM

Boat Haven Fuel Dock: (Operated by Port Townsend Fuel Dock, LLC) 360-385-7031 7 days/week : 9:00 AM - 4:00 PM

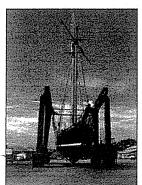
Yard Office:

Mon - Fri: 8:00 AM-4:30 PM

Administration Office:

Mon - Fri: 8:00 AM-4:30 PM

In November 1997, the Port of Port Townsend completed construction of the Port Townsend Shipyard, the culmination of years of planning, design, permitting, and construction. The port's most ambitious expansion project in more than two decades, this improved home of the region's marine trades provides you with a host of maintenance and new marine construction opportunities.



Featuring a heavy boat haulout facility, Port Townsend is a

destination of choice for refits of all types. The largest Marine Travelift on site is capable of lifting vessels up to 150 feet long with a maximum beam of 30'6", weighing up to 330 tons. As the home of the Wooden Boat Foundation and the Northwest School of Wooden Boatbuilding, the many marine trades businesses that call the shipyard home hold a wealth of special expertise in the maintenance and restoration of all types of wooden boats and ships.

With upland and covered storage available, all types of marine repairs can be made with the help of our many marine trades businesses, whether you only need a little assistance or a group of professionals to handle the entire job. For more skilled boat

owners, do-it-yourself space is also available. The shipyard has a capacity of up to 200 vessels ashore at any given time. If you are not already living in the Port Townsend area, the many "private getaway" and other accommodations in the area offer a wealth of short term rental opportunities for you to live ashore while you are working on your vessel.



As part of the yard upgrade, the stormwater system now supports an environmentally sensitive dedicated 150 foot hull washdown facility adjacent to the 10+acre dry-land storage area. A 150' x 28' concrete-decked work pier provides crane and heavy equipment access for larger vessels.

Sandblasting can be done after paying a deposit, and



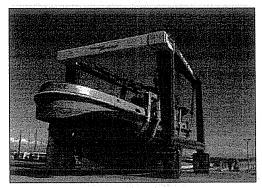
your sandblasting work area must be fully enclosed by tarping. Tarps are also required if you are blocking your vessel in the storage area. All tarps must be

owner-supplied.

Additional shore-based amenities within the shipyard area include marine supply and equipment businesses, showers, laundry, and small restaurants. Grocery shopping is available across the street from the shipyard, and the built-up area of Port Townsend offers a wide range of shopping opportunities and more than twenty excellent restaurants, some of which will happily deliver to your shipyard work site. There is also a broad range of entertainment available in town in the evenings.

We invite you to bring your refits and other vessel repair work to the Port Townsend Shipyard, and to be prepared to enjoy your stay while your boat is being worked on. If your boat needs some repairs, why not mix a whole lot of spare time fun with the work?





Mailing Address: P.O. Box 1180

Port Townsend, WA 98368

Phone: 360-385-6211 (yard office)

360-385-2355 (moorage office)

360-385-9560 (fax)

Services and Rates: Please click here for more information on

services and rates in the Ship Yard and Boat

Yard

Port Rules and Regulations

Updated Jan 14, 2014 Cover Page

Table of Contents

Complete Document

Appendices

Yard and Hoist Manager Doug Lockhart

WiFi Info

Boat Haven:

- Broadband Express (www.bbxpress.net)
- North Olympic Wireless 360-385-4686

Point Hudson:

- Broadband Express (www.bbxpress.net)
- Port of Port Townsend also offers our free Wireless to Moorage, RV Guests, and Tenants

Park

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WORK YARD/SHIP YARD
Service Rates – Effective January 1, 2014
Approved by Port Commission on November 13, 2013

Hoist - 70 Ton (Based on Hull length)

0' - 24'		\$124.00 Round Trip
25' - 40'		\$124.00 Round Trip
	Plus	9.65/Ft. over 24'
Over 40'		\$278.40
	Plus	11.00/Ft. over 40'
Minimum Hoist Charge		\$ 90.00
Inspection Hoist/Minimum (or 40% of R/T)		\$ 90.00 Minimum
Hang-overnight 25% with R/T hoist OR 75% with	out R/T	hoist
Washdown Fee (30 min. owners use of washdown))	\$ 1.35 per ft.
Delay of Lift		\$ 2.00 per minute
After Hours Overtime		\$150.00 per hour (with 2
staff)		•
Call in (minimum 2 hours)		\$150.00 per hour (with 2
staff)		• `
Extra Washdown		\$ 1.00 per minute
Hazardous Waste Fee (NPDES) (Per mo OR Haul-	out)	\$ 50.00
Hazardous Waste Fee for inspection	,	\$ 25.00
Equipment Charge(One hour min.) Hoist		\$225.00/hour

WA State Sales Tax applicable to all service fees utilizing Port equipment with a Port Operator.

STORAGE (Length Overall)

Daily / Monthly - 1 – 29 days	\$.55 per ft./day
Daily / Monthly - 30 days and over	\$.42 per ft./day*
Inactive - Long-term Storage Yard	\$ 5.75 ft/month* ~
Dolly Rental	\$ 45.00 per week*
Trailer/Boat on Trailer Mast Storage	\$ 6.00 per ft./month* \$.75 X 5 per ft./month*
Miscellaneous Storage	\$.75 per sq. ft./month*
Electrical / 220	\$ 5.00 per day
Liveaboard Fee Portable Building Additional Blocking	\$ 70.00 per month* Quote \$ 40.00 per month*

Blocking Rental Fee (Off Port Property)

minimum

Trailer only Parking

tax)

tax)

\$ 1.00 ft/mo* \$25.00

\$ 5.00 per day (plus sales

\$ 25.00 per week (plus sales

\$ 50.00 per month*

*12.84% WA State Leasehold Excise Tax assessed in addition to Port charges for stays of 30 days or more.

If stay does exceed 30 days, the leasehold tax will be added to the first 29 days.

300 TON TRAVELIFT

Round-trip Haulout (Based on Hull length)

Vessels up to 70'

\$11.00 per ft.

Vessels 71' up to 90'

\$12.00 per ft.

Vessel over 90'

\$14.00 per ft.

Minimum Hoist Charge

\$450.00

Reblocking

75% of Round-trip Rate

Inspection Hoist

Inspection Hoist prior to launch - Overnight Hang Inspection Hoist -

trip Rate

Washdown Fee

60% of Round-trip Rate 25% of Round-trip Rate \$450.00 or 75% of Round-

\$450.00 or 75% of Round-

\$ 2.00 per ft/hour

Multi-Hulls pay 150% of above rates

Diver Fees May Apply for Strap Placement

WA State Sales Tax applicable to all service fees utilizing Port equipment with a Port Operator.

Overtime

Normal fees PLUS \$110.00 Flat Fee

and \$75.00/hr per person (2 staff

min.)

Emergency (Call In) Minimum 2 hours

Normal fees PLUS \$300.00 Flat Fee

and \$75.00/hr per person (2 staff

min.)

Equipment charge

\$1,050.00 per hour

TOPSIDE WORK PIER USAGE FEES

Base charge

\$25.00 (Minimum 1 hour)

Extra time

\$50.00/hour

STORAGE

(Minimum Blocking Fee of 5 days for Storage, Environmental Fee & Electric)

Storage Environmental Fee (Hull length) \$ 1.00/ft./month*

Minimum \$50.00 - Can pro-rate up to 2 weeks.

Storage (Length Overall)

Vessels up to 70' Vessels 71' up to 90' \$.65 ft./day*

Vessels over 90'

\$.85 ft./day* \$1.00 ft/day*

Miscellaneous (Gear & Equipment) \$.75/sq. ft./month *

There is an additional fee of 3% of the value of improvements & enhancements to the vessel made by anyone other than owner or crew while vessel is at the Port of Port Townsend.

ELECTRIC

Yard Electric

\$1.00/day base fee/Plus KWH use

Work Pier Electric

\$1.00/day base fee/Plus KWH used

Work Pier Moorage

\$1.00/ft./day - Need to reserve with Yard

office

\$50.00 Minimum Includes Pier deck access

TARP POOL FEE SCHEDULE

20' X 20' Tarp	\$ 25.00
20' X 30' Tarp	\$ 35.00
20' X 40' Tarp	\$ 45.00
26' X 40' Tarp	\$ 55.00
30' X 40' Tarp	\$ 65.00

30' X 60' Tarp	na e mie skole 3.90.00 i nask kramke.
40' X 60' Tarp	\$120.00
MISCELLANEOUS FEES	
Port Labor Charge	\$ 50.00/hr per person
Overtime labor charge	\$ 75.00/hr per person
Delay of Lift	\$ 2.00 per min
Small equipment charge	\$100.00
Emergency Pumps	\$ 100.00
Bilge Water	\$.50 per gallon
Chain Up Fee-1 st Offense	\$ 100.00
2 nd Offense	\$ 200.00
3 rd Offense	\$ 400.00
Impound Fee-1 st Offense	\$ 100.00
2 nd Offense	\$ 200.00
3 rd Offense	\$ 400.00
Late Charge	\$ 10.00 minimum or 1.5%
Garbage Dump Fee	\$ 320.00

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5.01.010 Purpose.

The Travel Lifts and Storage Rules, Regulations and Procedures describe the rules governing use of the mobile travel lifts to haul out boats for repairs in the yard, inspections, and reblocking within the yard. [Reissued by Exec. Dir. 10/15/13; formerly #81]

5.01.020 Scheduling haul-outs.

- A. The Port offers the haul-out service on a pre-arranged basis. Scheduling is through the Yard office and can typically require lead times of up to three (3)
- B. At the time the haul-out reservation is made, the owner must provide vessel information including, but not limited to the following: proof of ownership (i.e., state registration, documentation papers, or notarized bill of sale) dimensions;

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approximate weight; general condition; preferred service dates; and services required. [Reissued by Exec. Dir. 10/15/13; formerly #81.1-2]

5.01.030 Hoist/Yard Tenancy Agreement required.

Prior to the haul-out, the vessel owner or his/her authorized representative is required to complete a "Hoist/Yard Tenancy Agreement" in a form acceptable to the Executive Director and Port Attorney. A sample agreement is set forth, for informational purposes only, within Appendix "E" to these Rules, Regulations and Procedures. The owner and all crew members who will be performing work on the vessel while it is in the yard shall comply with §1.05.180, Best Management Practices Implementation, of these Rules, Regulations and Procedures, and shall also first receive the Port briefing on Environmental BMPs (see Appendix: "B"). Prior to haul-out, the vessel owner or his/her authorized representative shall provide proof of liability insurance satisfying the requirements of §4.02.080 of these Rules, Regulations and Procedures. [Reissued by Exec. Dir. 10/15/13; formerly #82.]

5.01.040 Pre haui-out inspections.

- Prior to haul-out the hoist operators will meet with the owner to inspect the vessel.
- B. The owner should provide any engineered drawings, sketches, photographs, etc. which will help in determining placement of straps and blocking.
- C. Bilge pumps shall be turned off prior to haul-out. [Reissued by Exec. Dir. 10/15/13; formerly #83-83.1]

5.01.050 Preparation of vessel prior to haui-out.

- A. Prior to haul-out the vessel owner or representative is responsible to ensure that all gear and equipment in and on the vessel is secured against movement of the vessel during the haul-out.
- B. All equipment, vessel attachments and technical gear, including masts and stays, must be secured by the owner or representative, prior to the haul-out. The hoist operator may authorize equipment or attachments may be loosened or removed. [Reissued by Exec. Dir. 10/15/13; formerly #83.18 and #83.15]

5.01.060 Round-trip haul-outs - Services included.

A round trip haul-out includes the following services:

- A. A lift out of the water with blocking and the return trip into the water or onto a
- B. For an additional fee, the owner or representative will have use of the pressure sprayer after hauling out (see posted rate schedule). All washing will be accomplished at an area designated by the Yard Manager. The owner is required to

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- provide all tools and supplies (e.g., scrub brushes, scrapers, tools, etc.), for cleaning the bottom of the vessel. No use of detergents or chemicals is allowed.
- C. The Port will provide the materials and labor for blocking the vessel. Requests for non-standard blocking will be considered, though additional charges may apply. [Reissued by Exec. Dir. 10/15/13; formerly #83.2]

5.01.070 Returning vessels to the water following blocking.

- A. After the vessel is lifted from the blocking, the vessel owner is permitted a brief interval to touch up "holidays" left by the cradle.
- B. The owner may provide cardboard, wax paper, or old carpet to place between straps and vessel's hull before the boat is picked up. [Reissued by Exec. Dir. 10/15/13; formerly #83.3]

5.01.080 Inspection haul-outs.

- A. An inspection haul-out is a lift out of the water, with the vessel allowed to hang in the slings for a short interval before being returned to the water.
- B. An inspection haul-out on the 300-ton lift (i.e., the ship hoist) may last up to four (4) hours (including haul-out) to permit vessel inspection. [Reissued by Exec. Dir. 10/15/13; formerly #83.4]

5.01.090 One-way haui-outs.

A one-way hoist is a lift of a boat one time either in the yard for re-blocking or onto a trailer. If use of the pressure sprayer is requested, standard washdown and environmental fees shall apply. [Reissued by Exec. Dir. 10/15/13; formerly #83.5]

5.01.100 Moving and re-blocking of vessels in yard.

Re-blocking of vessels either to a different location within the yard, or to rearrange the blocking to facilitate work requires advance reservations, and approval of the new blocking set up by the Port's hoist and yard supervisor. [Reissued by Exec. Dir. 10/15/13; formerly #83.6]

5.01.110 Haui-out fees and charges.

- All charges must be paid in full at the end of each month or before vessel is returned to water.
- B. Charges for the hoist are based on vessel's hull length.
- C. Due to the unique and time consuming requirements posed by Catamarans and Trimarans, some multi-hulled vessels are charged at 150% of round-trip hoist rates based on LOA of vessel.
- Boats that require an immediate haul-out after placement in the water must pay reblock fees. Boats that have been released from slings will use inspection procedures.

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E. Use of the travel lift for operations other than those set forth in this section, or where delays are encountered, will be charged according to rate schedule. [Reissued by Exec. Dir. 10/15/13; formerly #83.8, #83.10-11, and #83.19-20]

5.01.120 Haul-out charges — Calculation of time.

- A. Charges for the lift commence at the time scheduled or when the Port operator is ready, whichever is later.
- B. Time of completion is when Port operator and travel lift or other Port equipment is no longer engaged in handling the vessel. [Reissued by Exec. Dir. 10/15/13; formerly #83.7]

5.01.130 Weather-related suspensions.

In high winds or other extreme weather conditions, all operations of the lift will be shut down until such time as the lift operator determines it safe to resume. [Reissued by Exec. Dir. 10/15/13; formerly #83.9]

5.01.140 Haui-out cancellations – Rescheduling.

Appointments may be canceled if the owner or representative is more than 15 minutes late. It is then the owner or representative's responsibility to make a new appointment. [Reissued by Exec. Dir. 10/15/13; formerly #83.12]

5.01.150 Haui-out – Operational limits – Safety precautions.

- A. The Port's 300-ton travelift is equipped with scales and alarms. If the operational limit of the hoist is reached before the vessel is all the way out of the water, the vessel will be immediately placed back in the water.
- B. If the load limit is reached and vessel must be placed back in the water, the owner will have the option of trying to remove enough weight from the vessel to fall within safe operational limits or go to another facility. Attempted lift fees will be applied.
- C. No one shall be on board vessel while the lift is moving to the blocking location.
- D. It shall be the sole responsibility of the owner or representative to consider the limitations and requirements of the hoist when modifying vessels (i.e., the addition of bait sheds, rolling chalks, stabilizers, transducers, etc. may preclude damage-free movement of the vessel during the return trip from the yard to the water).
- E. The Port shall not be held responsible for damage due to strap placement. It shall be the owner's or representative's sole responsibility to inform the hoist operators of the location of shafts, props, transducers, knot meters, or any other fixtures that could be damaged by strap placement. The Port shall not be held responsible for damage caused to hard chines, bilge keels, rubbing strakes or similar projections from the hull, or underwater damage caused by improper location of slings.

 [Reissued by Exec. Dir. 10/15/13; formerly #83.13, #83.16-17 and #83.21-22]

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5.01.160 Port employees – Limitations on authority.

Port employees shall not be authorized to perform any work on boats other than that which is necessary to haul, block, and/or wash boats. [Reissued by Exec. Dir. 10/15/13; formerly #83.14]

5.01.170 Work pier and float – Reservations, project pians, vehicular access.

- A. During times that the travelift is not utilizing the pier, it will be available for a variety of uses (e.g., moorage at the work float and in the slot, loading/unloading, crane work, rigging, etc.).
- B. All uses of the work pier require advance reservations through the Yard office.
- C. Small projects can be done on vessels from the work pier deck, by reserving space, for a specific time, through the Yard office.
 - A project plan must be submitted prior to beginning work on the vessel.
 This plan will show how safety and environmental issues will be handled.
 - Nothing shall be erected or placed on the pier in such a manner that it could not be relocated to accommodate an emergency haul-out.
 - Environmental Best Management Practices (BMPs) are the same for projects from the pier as they are for moorage. (See Appendix "B").
- D. Vehicle access may be permitted on lift piers only by prior arrangement through
 - Hoist/Yard Tenancy Agreement (See Appendix "E") will be required as well
 as business license(s), and any equipment certifications required by the
 state or local ordinances. These documents must be provided to the Port
 prior to equipment accessing the pier.
 - Cranes or other equipment must keep their outriggers within the designated areas along the sides of the pier.
 - Load limits shall be strictly adhered to at all times. [Reissued by Exec. Dir. 10/15/13; formerly #84, #85, #86.1-3 and #87.1-3]

5.01.180 Wash-down facilities.

In order to meet Federal water quality standards the Port has installed vessel wash-down facilities to capture, contain and treat wash-down water. This facility is used to wash the growth from vessel bottoms after haul-out and prior to blocking in the yard.

- A. The washing of boat bottoms shall be done on the Port's wash-down slab ONLY, and nowhere else on Port property.
- B. The use of detergents, cleaners, or solvents in conjunction with the pressure wash is strictly prohibited. These products pose treatment and disposal problems.
- C. Vessel owners have the option of washing the vessel themselves or hiring Port staff to do so. If owner wishes to pay Port staff, arrangements must be made at time the haul-out is booked.

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- Pressure washing of the vessel's bottom often generates solid waste which must be properly disposed. Solid waste disposal charges shall be billed separately from wash-down charges.
- E. The vessel owner, or anyone assisting or contracted by the owner to wash vessel's bottom, must follow established wash-down procedures.
- F. Abuse or damage of the Port wash-down facility by the vessel owner or contractor while using the facility will be repaired by Port staff and the vessel owner will be charged for any such repairs on a time and materials basis.
- G. Care shall be taken while the vessel is on the wash-down slab to prevent anything other than wash-down water from entering the sumps in the center of the slab.
- H. If problems are encountered during wash-down operations, Port staff shall be notified immediately. Customers shall not attempt to fix Port equipment. [Reissued by Exec. Dir. 10/15/13; formerly #88.1-88.9]

5.01.190 Vessel blocking.

As part of a round-trip hoist, the Port will provide blocking materials and Port staff will provide the labor to block up vessels in the yard.

- A. Port staff, working with the owner and using owner's engineered drawings, photo's, etc., will determine the best way to block vessel.
- B. If an owner requests extra blocking beyond that proposed by Port staff, the established extra blocking rate shall apply.
- C. If an owner requests a blocking arrangement different from that proposed by staff, such requests will be considered by Port staff, with Port staff retaining final decision-making authority on the acceptability of such requests. If an agreement with the owner cannot be reached, the vessel shall be placed back in the water and regular hoist fees shall apply.
- D. Alteration, for any reason, of the blocking set by Port staff shall terminate the Port's responsibility. Port staff will correct the blocking and labor charges shall be applied.
- E. Any cutting of the blocking cradles or damage to any blocking materials other than by normal wear and tear will lead to charges to replace damaged blocking.
- F. Tying off of tarps, etc. to any of the blocking materials is prohibited. [Reissued by Exec. Dir. 10/15/13; formerly #89.1 6]

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5.02.010 Purpose.

The Work Yards Rules, Regulations and Procedures describe the rules governing vessel owners, vessel crews and local marine trades and marine trades service providers conducting vessel maintenance and repair activities in the work yard areas of the Port of Port Townsend. The rules are intended to ensure that such activities are conducted in a safe and lawful manner. Additionally, because the entire Port Townsend Boat Haven site is operated under a National Pollutant Discharge Elimination System (NPDES) waste discharge permit administered by Washington State Department of Ecology, these rules are intended to minimize the environmental impacts of such activities and to maintain the Port's NPDES permit. [Reissued by Exec. Dir. 10/15/13; formerly #90]

5.02.020 Best Management Practices Implementation - Mandatory compliance. All owners and authorized representatives thereof working on vessels in the Port's yard areas shall comply with §1.05.180, and the Environmental Best Management Practices

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(BMPs) set forth in Appendix "B", as well as the Noise BMPs set forth in Appendix "F". Furthermore, it shall be the responsibility of the owner or his/her authorized representative to ensure that all individuals working on the vessel are aware of these Rules, Regulations and Procedures and the Best Management Practices (BMPs) governing work conducted in the Port's yard areas. Failure to do so may lead to Termination of Work Privileges and Enforcement action as detailed in Chapter 5.04. [Reissued by Exec. Dir. 10/15/13; formerly #90.2]

5.02.030 Hoist/Yard Tenancy Agreement required.

Prior to beginning work on the vessel, the vessel owner or his/her authorized representative is required to complete a "Holst/Yard Tenancy Agreement" in a form acceptable to the Executive Director and Port Attorney. A sample agreement is set forth, for informational purposes only, within Appendix "E" to these Rules, Regulations and Procedures. [Reissued by Exec. Dir. 10/15/13; formerly #90.3]

5.02.040 Project plans required – Contents.

A project plan must be submitted by the owner or his/her authorized representative to the Port at the time the Hoist/Yard Tenancy Agreement is signed. At a minimum, this plan shall include the following information:

- A. A detailed description of the work to be accomplished;
- B. A comprehensive list of the marine service providers and vendors to complete the work:
- C. An estimate of the time necessary to complete the project; and
- D. A detailed description of the measures to be taken to comply with the safety and environmental standards of these Rules, Regulations and Procedures. [Reissued by Exec. Dir. 10/15/13; formerly #90.4]

5.02.050 Proof of business license required.

- A. All contractors and marine service providers working on Port property shall provide the Port with proof of current business licenses, an executed copy of a "Hoist/Yard Tenancy Agreement", which includes Hold Harmless provisions (see Appendix "E" to these Rules, Regulations and Procedures). It shall be the responsibility of the vessel owner or his/her authorized representative to ensure that the Port is provided with all required information.
- B. The Port will maintain a file and list of contractors and marine service providers that have submitted the information required in subsection A, above. [Reissued by Exec. Dir. 10/15/13; formerly #90.5-6]

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5.02.060 Vehicular and heavy equipment access – Prior arrangement required. If a vessel owner intends to use or needs to have larger equipment access the vessel (e.g., cranes, delivery trucks, etc.), prior arrangements shall be made with the hoist and yard supervisor. [Reissued by Exec. Dir. 10/15/13; formerly #90.7]

5.02.070 Tools and equipment to be provided by owner.

The Port shall under no circumstance provide tools or equipment (e.g., ladders, extension cords, etc.) to vessel owners, contractors and service providers working within the Port's yard areas. The owner or his/her authorized representative shall provide all gear, equipment and labor. Said tools, equipment and supplies shall either be kept aboard the vessel or in an approved storage unit, when not in use. [Reissued by Exec. Dir. 10/15/13; formerly #90.8]

5.02.080 Upland live-aboard permits – Requirements – Limitations.

- A. Persons wishing to live aboard their vessel while in the upland work yard areas of the Port shall first apply for a "Live-Aboard Permit" on forms available at the Yard Office.
- B. The owner of the subject vessel or his/her authorized representative shall apply for the Live-Aboard Permit. Renting of vessels to persons seeking live-aboard status is prohibited.
- C. All live-aboard vessels within upland yard areas shall be registered with the Port and have a current Live-Aboard Permit conspicuously displayed upon the vessel.
- D. Upland Live-Aboard Permits shall be valid for a period of up to three (3) months, and shall be valid only while work is being actively performed on the vessel.
- E. Upland Live-Aboard Permits may be renewed on a monthly basis for up to three (3) additional months (i.e., for a maximum duration of six (6) months within a 12 month period), provided that the Yard Manager has reviewed the request and has concluded that the criteria set forth below have been satisfied:
 - Unforeseen circumstances during the repairs to the vessel necessitate an extension of the Live-Aboard Permit;
 - Termination of the Live-Aboard Permit would result in an unreasonable hardship to the vessel owner, and the vessel owner is not responsible for the delay in completing repairs;
 - The vessel owner has demonstrated reasonable diligence in attempting to complete the repairs during the initial three (3) month period or any one (1) month extension period thereafter, as applicable; and
 - That the vessel owner's accounts with the Port have been paid up to current status throughout his/her stay within the yard.
- F. Live-Aboard permitees shall be charged a monthly fee, as well as an established monthly fee for electricity.
- G. A Port Townsend Boat Haven Live-Aboard permitee that has moved his/her vessel into an upland work yard area of the Port, and who is eligible for the Port's credit

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- programs, will be charged the standard moorage and Marina live-aboard fees, in addition to the established monthly fee for electricity.
- H. Live-Aboard permitees shall comply with all Port Rules, Regulations and Procedures. [Reissued by Exec. Dir. 10/15/13; formerly #90.9, #90.23-29]

5.02.090 Yard storage charges.

- A. Storage charges on accounts that are prepaid commence on the day after the haulout, and charges run through the day before return to the water.
- B. All charges shall be paid in full before any discount may be provided.
- C. Work yard charges shall be based on the overall length of the vessel.
- D. Charges will be billed the first of the month following haul out, and shall be paid within 20 days. Delinquent accounts will be billed a late charge. [Reissued by Exec. Dir. 10/15/13; formerly #90.10-11, #90.20 and #90.22]

5.02.100 Painting of vessels.

Paint spillage and overspray shall be promptly cleaned up. Spray painting is prohibited if overspray may occur. The owner should always take the appropriate steps such as tarps or barriers to protect nearby boats and vehicles. [Reissued by Exec. Dir. 10/15/13; formerly #90.12]

5.02.110 Refuse disposai - Work areas to be kept clean and orderly.

- A. For projects that will generate more than one garbage bag of refuse per week, the vessel owner, contractor or responsible party shall procure a dumpster and disposal service adequate to contain the refuse in a sanitary manner or otherwise provide for lawful disposal off-site.
- B. Empty cans, scraps of lumber, paper or other debris shall be placed in containers provided for that purpose. Area shall be left clean and orderly at the close of each day. If the area is not cleaned, the Port may charge the owner for clean-up and disposal.
- C. Prior to re-launching of the vessel, the area around the vessel in the yard shall be left in a clean and orderly condition. If the area is not cleaned, the Port shall charge the owner for clean-up and disposal. [Reissued by Exec. Dir. 1/15/14; formerly #90.13, #90.18 and #90.21.]

5.02.120 Hazardous and volatile materiais.

A. It is acknowledged by the Port that the repair and restoration of vessels necessitates the use of hazardous and volatile substances that inherently possess the potential to endanger other vessels and persons if used inappropriately. It shall be the vessel owner's sole responsibility to ensure that all appropriate safety precautions and manufacturer's instructions are adhered to while working in the yard areas of the Port.

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B. Oil, paint, and other volatile liquids or debris shall not be permitted to enter sanitary drains, thrown in the water or dumped on the ground. All hazardous materials must be disposed by approved means. [Reissued by Exec. Dir. 10/15/13; formerly #90.14-5]

5.02.130 Alteration of vessel blocking – Termination of Port responsibility. Consistent with §5.01.190, above, alteration, for any reason of the blocking set by Port staff

shall terminate the Port's responsibility. [Reissued by Exec. Dir. 10/15/13; formerly #90.17]

5.02.140 Prohibited behavior on or in Work Yard areas.

Persons engaged in work within the Port's Work Yard areas will be considerate to their neighbors and take care not to interfere with the work of other boat owners in the area. To these ends, the behaviors set forth in §1.05.060 of these Rules, Regulations and Procedures shall be prohibited. [Reissued by Exec. Dir. 10/15/13; formerly #90.16]

5.02.150 Vlolations – Removal of vessel – Compensation for clean-up and damages. Violators of these regulations will be required to bring their account current and remove their vessel from the Port property within fifteen (15) days of written notice from the Yard Manager. They will also be required to pay for any damage or necessary clean up prior to departure. [Reissued by Exec. Dir. 10/15/13; formerly #90.19]

5.02.160 Temporary structures.

Temporary structures for the purpose of sheltering active work areas from the elements may be permitted at the discretion of the Yard Manager, provided that the vessel owner shall document, to the satisfaction of the Yard Manager, compliance with the building permit regulations of the City of Port Townsend. [Issued by Exec. Dir. 10/15/13]

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\$.03.030	Storage agreements.
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5.03.050	Vessel work space – Definition and dimensions.
5.03.060	Additional work space upon request.
5.03.070	Vehlcular and heavy equipment access – Prior arrangement required.
5.03.080	Temporary structures.

5.03.010 Shipyard – Definition and purpose.

The Port Townsend Shipyard is defined as those Port owned yard areas west of Boat Street. The Shipyard is to be used for the placement of vessels while work is being performed. Also these areas may be used for storage of miscellaneous boat or marine gear and equipment associated with a vessel in the yard. Established Port rates apply to anything stored on Port property. [Reissued by Exec. Dir. 10/15/13; formerly #91 and 91.1]

5.03.020 Work Yard rules applicable.

The provisions of Chapter 5.02, "Work Yards," shall also apply within the Shipyard. [Reissued by Exec. Dir. 10/15/13; formerly #91]

5.03.030 Storage agreements.

Everything stored in the Port yards must be pre-approved by Port staff and a storage agreement must be completed prior to occupying the space. [Reissued by Exec. Dir. 10/15/13; formerly #91.2]

5.03.040 Port staff – Authority.

Port staff, specifically the Port's hoist and yard supervisor has the authority to designate where vessels will be sited and where miscellaneous gear and equipment can be stored. [Reissued by Exec. Dir. 10/15/13; formerly #91.3]

Port Rules, Regulations & Procedures

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5.03.050 Vessel work space – Definition and dimensions.

A vessel work space is defined as the Length Overall (LOA) of the vessel by 32 feet wide (which is the inside dimension of the travelift). [Reissued by Exec. Dir. 10/15/13; formerly #91.4]

5.03.060 Additional work space upon request.

if a vessel owner needs more space around the vessel for staging, equipment, or gear and supplies storage, arrangements must be made with the hoist and yard supervisor. Fees for this are based on the established Port rate per square foot. [Reissued by Exec. Dir. 10/15/13; formerly #91.5]

5.03.070 Vehicular and heavy equipment access — Prior arrangement required.Consistent with §5.02.060, if a vessel owner intends to use or needs to have larger equipment access the vessel (e.g., cranes, delivery trucks, etc.), prior arrangements shall be made with the hoist and yard supervisor. [Reissued by Exec. Dir. 10/15/13; formerly #91.6]

5.03.080 Temporary structures.

Temporary structures for the purpose of sheltering active work areas from the elements may be permitted at the discretion of the Yard Manager, provided that the vessel owner shall document, to the satisfaction of the Yard Manager, compliance with the building permit regulations of the City of Port Townsend. [Issued by Exec. Dir. 10/15/13]

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Port Rules, Regulations & Procedures

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	Chapter 5.04
	SANDBLASTING
Sections:	
S.04.00S	Sandblasting Agreement required.
5.04.010	Sandblasting – Designated areas.
5.04.020	Containment required.
\$.04.030	Compliance with Department of Ecology regulations.
5.04.040	Sandblasting prohibited during high winds.
5.04.050	Debris disposal
5.04.060	Violations.
5.04.070	Duration of stay in sandblasting area.
5.04.080	Compliance with air quality regulations.

5.04.005 Sandblasting Agreement required.

No sandblasting may be undertaken by any owner/operator upon Port property without having first executed a Sandblasting Agreement and Conditions of Approval, in a form acceptable to the Yard Manager (refer to Appendix "G" for a sample Sandblasting Agreement). [Issued by Exec. Dir. 10/15/13]

5.04.010 Sandblasting – Designated areas.

The area designated by the Yard Manager for sandblasting shall be the only area sandblasting is allowed. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.1]

5.04.020 Containment required.

Sandblasting must be accomplished in small areas that can be adequately covered to prevent debris spread. Containment, collection and proper disposal of all (100%) debris is mandatory. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.2]

5.04.030 Compliance with Department of Ecology regulations.

Types and size of sand used shall comply with all Department of Ecology rules and regulations. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.3]

5.04.040 Sandblasting prohibited during high winds.

Sandblasting is prohibited if winds would cause any debris to fall outside the immediate authorized work area. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.4]

Port Rules, Regulations & Procedures

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AMENDMENTS THROUGH 1/15/14

5.04.050 Debris disposal.

All debris shall be picked up following the completion of sandblasting, and prior to the removal of containment. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.5]

5.04.060 Violations.

All particles and debris shall be confined and controlled within the working area. If the Yard Manager has a reasonable basis to conclude that a violation has occurred, he/her may stop all sandblast activity and close the sandblast area. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.6]

5.04.070 Duration of stay in sandblast area.

No vessel shall be permitted to stay in the sandblast area beyond the time necessary to complete the scheduled work, unless written permission is first obtained from the Yard Manager. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.7]

5.04.080 Compliance with air quality regulations.

Owners/operators using the Port's sandblasting areas shall comply with the applicable policies, regulations and guidelines established by Olympic Air Pollution Authority and the EPA. [Reissued by Exec. Dir. 10/15/13; formerly Appendix "F", #101.8]

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Port Rules, Regulations & Procedures

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AMENDMENTS THROUGH 1/15/14

Seward Marine Industrial Center



Vessel Storage Vessel Storage Marine TraveLifts Land For Lease Development Plans SMIC Info Seward Harbor

Vessel Storage

The City of Seward has a designated area at the Seward Marine Industrial Center (SMIC) for storage of boats or boats on trailers subject to the following conditions: Seward Marine Industrial Center PO Box 167
Seward , Alaska 99664
Phone: (907) 224-3138
Fax: (907) 224-7187
Email: harbormaster@cityofseward.net
Office Hours Monday through Saturday 8am to 5pm
Channel 17 is monitored 8am to 5pm 7 days a week

- (1) Space is made available on a first come, first served basis.
- (2) No vessel or trailer may be placed on the designated upland storage area without prior permission of the Harbormaster.
- (3) Subject to City of Seward policy and procedures, vessels undergoing active repairs may use upland storage space. Charges assessed depend upon the nature of work being conducted.

Lay time for upland storage in the Seward Marine Industrial Center shall be charged at a rate of ten cents (\$0.10) per linear foot of the overall length of the vessel per calendar day. For stays of longer than one year, the lay time shall be charged at a rate of twenty cents (\$0.20) per linear foot of the overall length of the vessel per calendar day after one year.

A vessel trailer or cradle or equipment stored beyond a 10 foot radius of the vessel shall be measured and charged thirty cents (\$0.30) per square foot per calendar month. Cradles, trailers or equipment placed or remaining on the upland storage area prior to or after a vessel is stored shall generate storage fees at this rate.

SMIC Vessel Storage Area - This photo shows the upland storage area that is available at the Seward Marine Industrial Center. Several of the locations also have access to power.

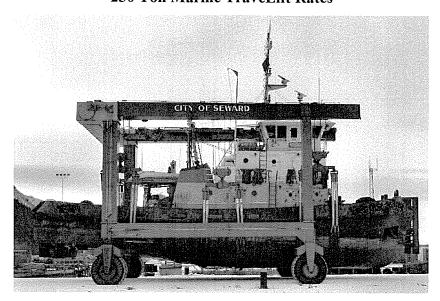
View Storage

SMIC Upland Boat Work Policy - This attachment outlines the policies and requirements for performing repair and/or maintenance activities at the Seward Marine Industrial Center.

Boat Work Policy

All contents @ City of Seward, Alaska & Arctic Web Publications

Seward Marine Industrial Center 250 Ton Marine TraveLift Rates



Base Rate one-way lift (1 hour)
Additional Cost: Vessels over 55 feet LOA
Rate after first hour of lift
Relocation Fee
No-Show Fee, must cancel minimum 1 hour prior

\$346.50 \$21.00 per foot \$86.63 every 15 minutes Same as Base Rate Same as Base Rate

ADD 7% sales tax

Size	Cost	Size	Cost	Size	Cost	Size	Cost
56	\$367.50	74	\$745.50	92	\$1,123.50	110	\$1,501.50
57	\$388.50	75	\$766.50	93	\$1,144.50	111	\$1,522.50
58	\$409.50	76	\$787.50	94	\$1,165.50	112	\$1,543.50
59	\$430.50	77	\$808.50	95	\$1,186.50	113	\$1,564.50
60	\$451.50	78	\$829.50	96	\$1,207.50	114	\$1,585.50
61	\$472.50	79	\$850.50	97	\$1,228.50	115	\$1,606.50
62	\$493.50	80	\$871.50	98	\$1,249.50	116	\$1,627.50
63	\$514.50	81	\$892.50	99	\$1,270.50	117	\$1,648.50
64	\$535.50	82	\$913.50	100	\$1,291.50	118	\$1,669.50
65	\$556.50	83	\$934.50	101	\$1,312.50	119	\$1,690.50
66	\$577.50	84	\$955.50	102	\$1,333.50	120	\$1,711.50
67	\$598.50	85	\$976.50	103	\$1,354.50	121	\$1,732.50
68	\$619.50	86	\$997.50	104	\$1,375.50	122	\$1,753.50
69	\$640.50	87	\$1,018.50	105	\$1,396.50	123	\$1,774.50
70	\$661.50	88	\$1,039.50	106	\$1,417.50	124	\$1,795.50
71	\$682.50	89	\$1,060.50	107	\$1,438.50	125	\$1,816.50
72	\$703.50	90	\$1,081.50	108	\$1,459.50	126	\$1,837.50
73	\$724.50	91	\$1,102.50	109	\$1,480.50	127	\$1,858.50

Please call the Seward Harbor at (907) 224-3138 or email: harbormaster@cityofseward.net to schedule a lift and receive more information about our storage yard and facilities. We are open 7 days a week 8-5.

Seward Marine Services

Alaska Logistics

(206)767-2555

Scheduled barge service from Seattle and Seward to Western Alaska

Alaska Railroad Corp

(907)265-2485

Freight intermodal operations; odd sized, heavy, containerized, and hazardous

freight

Alaska State Troopers

(907)224-3346

Alaska Vocational Technical Center

(907)224-3322

USCG-approved marine training facility, world class ship simulator, custom

Amerigas

(907)224-3864

Propane fuel Anderson Tug and Barge Co

(907)224-5506

Coastal towing, ship assist, and harbor tug services

Aquetec

(907)362-1291

Resupply and crew transit from vessel on anchor

Aurora Energy services

(907)224-3120

Coal export

Bay Barge Company-Dock Store

(907)224-2274

Marine products, bait, tackle and ice

(907)224-8286 Bay Traders True Value/Fish House

Paint, zincs, chain, anchors, line and commercial fishing clothing and supplies

Captain Jack's Seafood Locker

(907)224-8082

Custom fish processing and shipping

City Express (907)224-5605

Daily service between Seward and Anchorage

Communications North

(907)224-8908

Marine electronics, nav & comm equipment sales and service, 24 hour, will travel

Cool Hand Luke's small engine repair

(907)224-3177

Outboard repair Four seasons boat storage

(907)224-2628

Boat and engine repair, storage, fiberglass repair, and bottom painting

Helly Hansen

(907)224-3041

Outdoor gear featuring polypro long underwear, fleece, PVC and Helly Tech

Icicle/Seward Fisheries

(907)224-3366 Purchase, process, pack commercially caught Halibut, Sablefish, Salmon fresh

Frozen or canned.

ILWU local

(907)224-5515

Alaska Longshore division, Seward unit

(907)224/5584 J&R Fisheries

Wholesale and retail fresh frozen seafood; wild caught Alaska products

J-Dock Seafood company

(907)224-7272

Sport caught fish processor and seafood market, fresh frozen, custom processing

and shipping.

Kenai Fjords Yacht Club

(907)224-3160

Member of Yachting club of America

Knots So Fast

Commercial fishing gear and marine supplies

National Marine Fisheries (NOAA)

(907)224-5348

(907)224-3572

Conservation and management

Northstar Terminal & Stevedore Co

(907)224-5477

Terminal operations, marine logistics, heavy equipment leasing

Polar Seafoods

(907)224-7066

Purchase and process commercially caught seafood

Portage Distributing

(907)224-2232

Equipment transport

Providence Seward Hospital

(907)224-5205

Quality Marine of Alaska

(907)224-2277

Steel, aluminum and stainless welding; propulsion systems, shaft cladding

Resurrection Bay Seafoods

(907)224-3366

Buyers of wild Alaskan seafood Resurrection rental

(907)224-3400

Sandblasters, compressors, welders, man lifts, water pumps, forklifts, portapotties

Ronald E Long Marine Surveys

(907)224-2628

Condition & value, damage, cargo surveys. Ultrasonic test, corrosion analysis, consulting

Sailing Inc

(907)224-3160

Boat brokerage for new and used sail and motor yachts. ASA sail training

facility, boat rentals

Sam's custom sewing

(907)224-3431

Custom boat upholstery

Samson Tug and Barge

(907)224-7060

Provides scheduled barge service from Seattle

Seward Bus line

(907)224-3608

Scheduled service between Anchorage and Seward

Seward Fire Department

(907)224-3445

Seward Heavy Industrial Power

(907)224-3854

Diesel and transmission repair

Seward job center

(907)224-5276

Employment services for employers and job seekers

Seward Police Department

(907)224-3338

Seward seaman's mission

(907)224-8482

Christian ministry to crew, telephones, video library, music room, email and recreation

Seward Ship's Ace hardware & marine (907)224-5640

Marine hardware and services, welding & fabrication, sandblasting & painting,

boat storage

Seward ships dry dock

(907)224-3198

Full service shipyard, drydock capacity-5,000 ton, 350 ft field services, mobile

crane to 80 ton

Shoreside Petroleum

(907)224-3055

SEWARD SMALL BOAT HARBOR

VESSEL MAINTENANCE AND REPAIR POLICY

NO DEBRIS OR POLLUTANTS ARE ALLOWED TO ENTER THE WATER OR CONTAMINATE FLOATS, DOCKS, FINGERS OR ADJACENT VESSELS.

- Whenever practical remove vessel from water to do maintenance or repairs.
 HOT WORK PERMIT REQUIRED when welding, grinding, torch work or when any other open flame apparatus is being used.
- 3. No more than 50% of surface area of vessel may be worked in a 24 hour period. More extensive work is prohibited in the harbor. Scaffolding on the docks, floats, or city property is not allowed and may not extend beyond the confines of the vessel.
- 4. NO SPRAY PAINTING. Brush or roller only. Air-dry empty paint cans before disposal.
- 5. Always mix paints, solvents, etc. on impervious surfaces (tarp, plastic, in a tote, or other form of containment).
- Tarp or plastic enclosures are required when sanding, grinding, or painting on exterior of vessel.
- Sweep and collect paint chips immediately after scraping or sanding. Don't hose or sweep debris into the harbor.
- Use damp cloth to wipe off small amounts of sanding dust, or use vacuum sanders and grinders to reduce the risk of contaminants entering the water.
- Plug scuppers to contain dust and debris.
- 10. Store collected scraping of sanding residue on your vessel under cover in a manner that minimizes contact with water or storm water until properly disposed of.
- 11. No sanding or grinding in high wind situations (above 20 knots).
- 12. When painting or sanding on hull proper containment for residue is required to keep paint, chips, etc. from getting into water. Cover gap between boat and slip with tarp or plastic. Reverse boat in slip to work on other side.
- 13. If using raft to conduct maintenance or repair activities, a tarp or plastic must be between raft and vessel to collect all by-products of work being done.
- 14. Use minimal abrasion when cleaning hull below waterline. No scraping or abrasive process that will remove paint. Frequent hand washing should not cause any paint to abrade or chip off.
- 15. Minimize the use of soaps and detergents when washing vessel above waterline. Use phosphatefree and biodegradable cleaning agents and detergents.
- 16. Maintenance materials shall not be left on floats or fingers for more than 8 hrs and may not impede the flow of traffic on floats or fingers.
- 17. Prop and zinc changes are allowed. Dispose of zincs properly at aluminum recycling stations.
- 18. Dispose of used oil and anti-freeze in collection sites provided around harbor.
- 19. Changing of oil or any other maintenance activities are not allowed in the parking lots.
- 20. A permit is required from the Harbormaster for maintenance activities which cannot be completed within the confines of the vessel. Exceptions to this policy require written consent from the Harbormaster prior to conducting vessel maintenance and repair activities within the Seward Harbor.

CITY OF VALDEZ, ALASKA CITY COUNCIL AGENDA STATEMENT

CITY OF VALDEZ, ALASKA

RESOLUTION #13-3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ SMALL BOAT HARBOR AND REPEALING RESOLUTION NO. 11-57 FORMERLY NAMING SUCH RATES AND FEES

WHEREAS, the Valdez Small Boat Harbor is operated and maintained under the jurisdiction of the Valdez City Council; and,

WHEREAS, Resolution No. 11-57 previously established the schedule of rates and fees for the public use of the Valdez Small Boat Harbor; and,

WHEREAS, the City Council has determined that adjustments in rates and fees are necessary in order to provide for adequate funding of long term maintenance and operations of the Harbor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, that:

Section 1. Resolution No. 11-57 is hereby repealed.

Resolution #13-3

- <u>Section 2</u>. The attached schedule of rates and charges shall govern the public use of the facilities in the Valdez Small Boat Harbor.
- Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 7^{th} day of January, 2013.

CITY OF VALDEZ, ALASKA

ATTEST:	David C. Cobb, Mayor	
Sheri L. Pierce, MMC, City Clerk		

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VALDEZ SMALL BOAT HARBOR SCHEDULE OF RATES AND FEES RESOLUTION #13-3

SECTION I. MOORAGE FEES

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year and considered past due on February 1 of any calendar year to allow maximum utilization of the Valdez Small Boat Harbor.

The annual moorage fee for reserved moorage privileges shall be based on the length of float assigned or the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) whichever is longer.

The rate structure for reserved moorage privileges on A-M Docks will be increased every year to help offset the ongoing effects of inflationary pressures and other cost escalations associated with the long-term maintenance and operations of the Valdez Small Boat Harbor. Annual increases will be set in three year increments and be expressed as a percentage amount, not to be exceeded.

For the three year period 2012, 2013, and 2014 the annual increase for reserved moorage on A-M Docks will be an amount not to exceed ten percent (10%) per year. This resolution authorizes an increase of up to this amount each of these years, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year.

Reserved moorage rates on A-M Docks for 2012 will be charged at \$26.62 per foot per year.

Reserved moorage rates on A-M Docks for 2013 will be charged at \$29.28 per foot per year.

Reserved moorage rates on A-M Docks for 2014 will be charged at \$32.21 per foot per year.

Tour Boat Dock moorage rates will be evaluated periodically, but will not automatically increase unless authorized by this resolution. Tour Boat Dock rates will be charged at \$69.46 per foot per year.

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock facility. All slips located at the Tour Boat Dock facility shall be classed as 60-foot Resolution #13-3 Page 3

slips. The rate shall be the annual moorage rate fee per foot per year based on the 60foot length of the slip or the vessel length, whichever is greater.

B. Transient Slip Rental

For the purpose of calculating moorage, daily moorage is considered a 24-hour period from 8:00 a.m. to 8:00 a.m. the following day. Up to three (3) hours will be allowed for loading and unloading of vessels. Vessels moored longer than three (3) hours will be assessed transient moorage fees.

1. Annual Transient Slip Rental

The annual moorage fee for transient moorage privileges shall be 115% of the rate charged for reserved moorage. This fee shall be based on the length of the normally assigned float or the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) whichever is longer. The annual rate applies only if paid in advance.

2. Monthly Transient Slip Rental

a. Paid in Advance

The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be eight dollars and seventy-five cents (\$8.75) per foot for all docks except the Tour Dock slips, which shall be twenty dollars (\$20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

b. Billed

The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be thirteen dollars and thirteen cents (\$13.13) per foot for all docks except the Tour Dock slips, which shall be thirty dollars (\$30.00) per foot if moorage must be collected through an invoice.

3. Daily Transient Slip Rental

The daily rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.), shall be as follows:

Daily moorage paid in advance
Daily moorage billed
Daily moorage paid in advance
for Tour Dock slips
Daily moorage billed for
Tour Dock slips
Resolution #13-3

Charged at \$0.70 per foot per day Charged at \$1.05 per foot per day

Charged at \$1.36 per foot per day

Charged at \$2.04 per foot per day

Page 4

C. Miscellaneous Moorage Fees

Vessels which occupy more than one-half (1/2) of the space between two (2) finger floats will be assessed an over-width fee of two dollars (\$2.00) per square foot over the allowed space.

Seaplanes will be assessed moorage by the width of the wings, i.e., if a seaplane takes up the space of three (3) slips, it will be charged accordingly.

SECTION II. UPLAND STORAGE

- A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 April 30) shall be charged at a minimum rate of sixty dollars (\$60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars (\$2.00) per foot per month shall be charged.
- B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1- September 30) shall be six dollars and twenty-five cents (\$6.25) per day per vessel, vessel on trailer, trailer, or cradle.
- C. Fisherman's Dock storage of gear shall be charged at a rate of thirty cents (\$0.30) per square foot per month with a minimum charge of thirty dollars (\$30.00) per month.
- D. Upland storage at the end of the spit shall be charged at a rate of twenty dollars (\$20.00) per space per month for the winter months (September 15 –May 15).

SECTION III. BOAT LIFT

- A. The following charges shall be made for use of the 75-ton Travelift.
 - 1. The minimum fee for a lift shall be one hundred eighty dollars (\$180.00) for the first hour of use or any portion of time less than one (1) hour.
 - 2. For use of the lift in excess of one (1) hour, a fee of one hundred eighty dollars (\$180.00) per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of forty-five dollars (\$45.00).
 - 3. For use of the lift after normal working hours, a fee of three hundred sixty dollars (\$360.00) shall be assessed for the first hour and one hundred eighty dollars (\$180.00) per hour for each consecutive hour.

Resolution #13-3 Page 5

4. For use of the lift to hang overnight, a fee of three hundred sixty dollars

(\$360.00) shall be assessed. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.

SECTION IV. GRID, CRANE, AND FISH PUMP FEES

- A. Grid rental rates shall be one dollar and twenty-five cents (\$1.25) per foot per tide for vessels up to seventy (70) feet and one dollar and seventy-five cents (\$1.75) per foot per tide for vessels seventy-one (71) feet and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.
- B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.
- C. The fee for use of the cranes on the Fisherman's Dock shall be forty dollars (\$40.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of forty dollars (\$40.00).
- D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars (\$150.00) per hour.
- E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars (\$20.00) per card.

SECTION V. LABOR AND SERVICES

A. Service and labor performed by the Harbormaster or any City employee working in the Small Boat Harbor shall be charged at the flat rate of sixty dollars (\$60.00) per hour for labor during normal business hours. All labor performed after normal business hours shall be charged at the flat overtime rate of ninety dollars (\$90.00) per hour. These fees shall be billable in 15-minute increments.

Resolution #13-3 Page 6

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, etc.

- 2. Boat moves shall be charged at a flat rate of thirty dollars (\$30.00) plus labor.
- Pumping of vessels shall be charged at a flat rate of fifty dollars (\$50.00) plus labor.
- B. All materials and/or supplies shall be charged at cost to the City.

SECTION VI. WAIT LIST

A fifty dollar (\$50.00) per year non-refundable fee shall be charged per listing to each customer placing his/her name on the waiting list for a reserved slip.

SECTION VII. ELECTRICAL SERVICE IN THE HARBOR

- A. Slip holders will be charged a twenty dollar (\$20.00) installation fee, a minimum monthly charge of ten dollars (\$10.00) or the actual cost of power per kilowatt hour as charged by the utility plus (\$0.025) per kilowatt hour whichever is greater.
- B. Daily flat rate for power is \$20.00 per day.
- C. Vessel owners needing the use of an electrical adapter will be required to put down a deposit of one hundred dollars (\$100.00) which will be refunded with the return of the adapter, pending condition of the adapter.

SECTION VIII. LAUNCH RAMP

Launch ramp fees will be charged at ten dollars (\$10.00) per day or seventy-five dollars (\$75.00) per year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee.

SECTION IX. MISCELLANEOUS HARBOR FEES/FINES

The following fees/fines will be assessed for Small Boat Harbor infractions:

1.\$ 50.00 2.\$ 75.00 3.\$ 75.00 Resolution #13-3	Speeding/violation of "No Wake" speed Operating a vessel in a reckless manner Operating a vessel in a negligent manner	Page 7
4. \$ 75.00 5.\$ 75.00 6.\$100.00	Trolling or fishing from a vessel in the Small Boat Harbor or breakwater Impeding safe navigation Disposing of trash, garbage, human refuse or animal waste,	or any

	similar substance in the water of the harbor or upon the harbor grounds
7.\$100.00	Releasing any fuel, oil, or their derivatives into the water or onto
the	
	lands of the harbor
8.\$ 75.00	Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Small Boat Harbor
9.\$ 50.00	Creating a nuisance or conducting unlawful business
10.\$ 50.00	Failure to properly control dog or other animal
11.\$ 50.00	Improper storage on any float, ramp, decline, walk or other public place in the Small Boat Harbor, except at designated loading/unloading spaces
12. \$ 50.00	Tampering or unauthorized use of utilities
13. \$ 25.00	Posting on bulletin board without proper consent
14. \$ 25.00	Improper posting of advertisement
15. \$100.00	Tampering or removing any sign or notice
16. \$ 50.00	Subleasing a slip to another user
17. \$100.00	Impoundment of vessel due to lack of payment or dereliction
18. \$100.00	Failure to pay fees owed and requiring use of collection agency

SECTION X. SHOWERS

A fee of four dollars (\$4.00) per shower will be charged for use of public showers in the restrooms located below the Small Boat Harbor office.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

Use of the Maintenance Pads shall be charged a fee of fifteen dollars (\$15.00) per day for fourteen days or less; twenty dollars (\$20.00) per day for fifteen to thirty days; thirty dollars (\$30.00) per day for thirty-one days or more and includes use of power and water.

Use of Washdown Pads are free. Power is available at the Washdown Pads and in the uplands for fifteen dollars (\$15.00) per day.

WRANGELL MARINE SERVICE CENTER (WMSC) FACILITY USE AGREEMENT

THIS AGREEMENT IS INTENDED FOR OUR "DO-IT-YOURSELF" USERS – BOTH PRIVATE OWNERS AND BUSINESS VENDORS/CONTRACTORS USING THE FACILITY TO WORK ON VESSELS OWNED BY THIRD-PARTIES.

BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN, AND ARE AGREEING TO FULLY COMPLY WITH THE SAME. FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF YOUR RIGHT TO USE THIS FACILITY.

A. <u>BASIC YARD RULES AND REGULATIONS</u>

- 1. ALL FACILITY USERS MUST BE APPROVED AND HAVE A WRITTEN WMSC FACILITY USE AGREEMENT ON FILE WITH THE HARBOR DEPARTMENT.
- 2. Users are fully liable for damage caused by them to their own vessels, vessels in their care, vessels belonging to third-parties, Yard property, and the environment. The Harbor Department and/or City and Borough of Wrangell specifically reserves the right to prevent or stop any work being performed by a user of the facility that is hazardous to other people, other vessels, or the environment.
- 3. Proof of Insurance Coverage: Prior to commencement of any maintenance or repair activities at the WMSC, persons engaged in the following activities: welding, oxy-acetylene cutting or any type of open flame work; boom truck activities or forklift activities; commercial spray painting; fiberglassing or structural boat work shall provide the Borough with certificates of insurance and/or policies, acceptable to the City and Borough of Wrangell, as described below.
- 4. Vehicles must be kept close to the vessel or work site and out of the way of yard equipment. Yard equipment, such as mobile boat lift, hydraulic trailers, loader and forklifts, have the right of way.
 The vehicle speed limit is TEN (10) miles per hour.
- 5. Children under the age of 14 must be accompanied by an adult.
- 6. Dumpsters will be provided by the Harbor Department upon request. The pickup fees are the responsibility of the boat owner. Dumpsters are for small items and debris. All garbage and debris need to be in garbage bags prior to being placed in the dumpsters. Large items are the responsibility of the vessel owner and need to

WRANGELL MARINE SERVICE CENTER

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be hauled to the landfill or an off-site location. If owner has no vehicle, they need to make arrangements to have items hauled.

- 7. Clean up of area due to accidental spills or acts of nature, (for example, but not limited to, wind storms) will have precedence over work. Stop activity immediately to clean up, and then proceed with work.
- 8. Vessel owners need to provide necessary project tools. The Harbor Department does not provide equipment or tools.
- Pre-arrange things such as pressure washers and workers to help expedite the process.
- 10. Living or sleeping aboard vessels while in the yard is limited to 14 days with permission from Harbormaster.
- 11. Launches require a 24 hour notice.
- 12. Cancellations within one (1) hour of scheduled launch or haul time may result in a cancellation fee of \$300.00.
- Any and all equipment supplied or provided by you, must comply with all local, State and Federal laws and regulations.
- 14. User agrees to comply with all local, State and Federal laws and regulations.

B. BOATYARD USER REQUIRED BEST MANAGEMENT PRACTICES

It is the City and Borough of Wrangell's goal to ensure that use of this facility is done in an environmentally responsible manner. Towards that goal, users are required to follow Best Management Practices (BMP'S) at all times, designed to prevent or reduce the discharge of pollutants into surface or ground water.

IN THE EVENT THE HARBOR DEPARTMENT DETERMINES THAT THE BMPS ARE NOT BEING FOLLOWED, THE PROJECT IN QUESTION WILL BE SHUT DOWN UNTIL IT IS DETERMINED THAT THE PROJECT IS IN COMPLIANCE WITH THE BMPS.

1. General Practice BMP's

a) You are responsible for the work area around your boat or leased work areas, and for the actions of anyone assisting you be it family, crew, or contractors. Please keep your work area clean, safe and orderly.

WRANGELL MARINE SERVICE CENTER

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- Vessels entering yard must be placed on a tarp. Vessel owner is responsible for providing a tarp large enough for their vessel.
- c) You must tarp under the vessel to catch all debris and dust from such activities as sanding, grinding, scraping, painting, wood planing, or any other activity which may contaminate the soil.
- d) All items from project must be kept on the tarp. Piling debris off of tarp will not be allowed. Oily or greasy items (for example, but not limited to, engines) must be on pallets, and totally covered by a tarp to keep the rain off.
- e) Tarps must be swept and the debris deposited into the dumpster. Alternatively, you may dispose of the whole tarp after careful folding to contain all dust and debris. To avoid wind blown debris and dust you may need to sweep more often. It is recommended that you sweep and dispose of debris at the end of each day.
- f) All used sandpaper, cans, brushes, etc. must be cleaned up and deposited in the dumpster. We recommend you do this at the end of each day.
- g) All spray painting, sandblasting, and sanding shall be controlled with structures or drapes to the maximum extent to minimize the spreading of wind blown materials. The local air quality authority may have additional requirements beyond these minimal requirements
- h) At times, windy conditions will force some activities to be delayed until containment can be effective.
- i) Airborne pollution is not permitted from any maintenance activity.
- j) Do not shift or move boat stands. Only Harbor Personnel are allowed to move boat stands.
- City and Borough of Wrangell invoices must be paid before a vessel can be launched. Cash, checks and Visa or MasterCard are accepted.
- The yard gates are open between 7:00 am and 9:00 pm October through March and 7:00 am and 11:00 pm April through September, seven days a week.
- m) Customer vehicles must be kept next to the project site or outside the gate. No unattended vehicles allowed.

WRANGELL MARINE SERVICE CENTER

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2. Boat Bottom Cleaning

- a) Pressure washing shall only take place over the washdown pad and washdown water collection system. All other boat washing activities must first be approved by Harbor Personnel. All wash water must be collected and deposited in the washdown water collection system.
- b) Clean up the wash-down area after pressure washing.

3. Sandblasting

- a) Projects being sandblasted will be controlled with structures or tarps to the maximum extent practical.
- b) Sandblasting site must be cleaned daily.
- Sandblasting material must be swept or vacuumed. No water will be allowed to clean up sandblasting debris.
- d) All sandblasting material, new and used must be kept contained off of the ground and covered from rain to prevent being introduced to the environment.
- All sandblasting debris must be disposed of according to State and Federal Regulations.

4. Paint Management

- a) The use of paints and solvents shall be carried out in such a manner so as to prevent these products from entering the soil or water if accidentally spilled.
- b) Drip pans, drop cloths, tarpaulins or other protective devices shall be required for all paint mixing and solvent use operations.
- Paint cans shall be kept in drip pans with drop cloths or tarps underneath the drip pan.
- d) Paint and solvent spills shall be treated as oil spills and shall be prevented from reaching the ground, in order to avoid the spills reaching the storm drains and subsequently discharge into the water.

WRANGELL MARINE SERVICE CENTER

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- e) Anti-fouling paints containing tributyltin (TBT) are prohibited from use on any vessel. Exception per Alaska Statue is as follows: slow-leaching TBT-based marine antifouling paint may be imported into and sold in the state. A slow-leaching TBT-based marine antifouling paint may be applied in the state only to aluminum vessel hulls and lower outboard drive units.
- f) Empty cans must be allowed to dry, and then thrown into dumpster.
- Projects being spray painted will be controlled with structures or tarps to the maximum extent practical.

5. Toxic Materials Storage

- a) Solid chemicals, chemical solutions, paints, oils, solvents, acids, caustic solutions and waste materials, including used batteries and their contents shall be stored in a manner which will prevent inadvertent entry of these materials into the water or onto the ground. Storage shall be in a manner which will prevent spillage by overfilling, tipping, or rupture.
- b) Keep all hazardous materials in the original container. Make sure the container labels remains in place. Keep the containers in areas where they will not get knocked over. Keep the containers in areas that have good ventilation.
- c) Keep all containers out of the reach of children.
- Incompatible or reactive materials shall be segregated and securely stored in separate areas that prevent mixing of chemicals.
- e) Waste liquids and excess chemical products shall be stored under cover such as tarps or roofed structures. When ready for disposal these hazardous materials shall be taken to the Household Hazardous Waste facility. These materials shall not be disposed of in the dumpsters or sewer or water.

6. Bilge Water and Waste Oil

- Bilge pumps must be turned off prior to being hauled out of the water.
- b) Boat owners wishing to pump bilges must contact Harbor Personnel for assistance. Harbor Personnel will determine if water can be discharged into the washdown water collection system and

WRANGELL MARINE SERVICE CENTER

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- if not, owner will be responsible for collection and disposal according to State and Federal Regulations.
- c) No discharge of oil to the water or ground is permitted. The Harbor Department has provided used oil tanks along the waterfront. Please use them to dispose of your waste oil only.
- In the event of an accidental discharge of oil into waters or onto land, the Harbor Department staff should be notified immediately.
- e) Cleanup efforts shall commence immediately and be completed as soon as possible, taking precedence over normal work, and shall include proper disposal of any spilled material and used cleanup materials.
- f) Drip pans or other protective device shall be required for all petroleum product transfer operations to catch incidental spillage and drips from hoses, drums, or portable containers.
- g) Leaking connections, valves, pipes, hoses and equipment shall be repaired or replaced immediately. Hydraulic hoses and connections to deck gear seem especially vulnerable to accidental discharges.

7. Long Term Storage

- a) Long term storage is limited to 24 consecutive months pursuant to ordinance no. 871: 14.09.110 Idle Vessel Removal. No vessel will be allowed to remain in the Wrangell Marine Service Center for longer than 24 consecutive months and such vessel is thereafter subject to impoundment and sale per sections 14.13.005-.060.
- b) Long term storage rate DOUBLES after 12 consecutive months.

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C. INDEMNIFY/HOLD HARMLESS AGREEMENT

The user agrees to defend, pay on behalf of, indemnify and hold harmless the City and Borough of Wrangell, its elected and appointed officials, employees, volunteers, and others working on behalf of the City and Borough of Wrangell against any and all claims, demands, lawsuits, liabilities or losses, including costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City and Borough of Wrangell, its elected and appointed officials, employees, volunteers or others working on behalf of the City and Borough of Wrangell, by reason of person injury, including bodily injury or death, property damage, including loss of use thereof, and environmental damage or liabilities, which arises out of or is in any way connected or associated with the use of this facility or property of the City and Borough of Wrangell by the User, its employees, agents, or contractors.

It is specifically understood by the undersigned that the City and Borough of Wrangell is not responsible for any loss, damage, or injury arising out of work while within the WMSC or on the respective vessel.

WRANGELL MARINE SERVICE CENTER

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D. INSURANCE REQUIREMENT FOR VENDORS/CONTRACTORS AND SMALL BUSINESS OWNERS ENGAGED IN CERTAIN ACTIVITIES

Any user engaged in the following activities: welding, oxy-acetylene cutting or any type of open flame work; boom truck activities or forklift activities; commercial spray painting; fiberglassing; or structural boat work, by his or her signature below, certifies that he or she, or their business, holds the following insurance policies and that such policies comply with all applicable local, state or federal laws:

- 1. General Liability Insurance;
- Motor Vehicle Liability Insurance (for individuals engaged in boom truck or forklift activities);
- 3. Workers Compensation Insurance (where appropriate).

Proof of insurance must be provided prior to commencement of any work on WMSC property.

BY MY SIGNATURE BELOW, I AM AGREEING TO ALL THE TERMS AND CONDITIONS DESCRIBED HEREIN, AND ARE AGREEING TO FULLY COMPLY WITH THE SAME. I UNDERSTAND THAT FAILURE TO DO SO WILL RESULT IN THE IMMEDIATE TERMINATION OF ANY RIGHT I MIGHT HAVE TO USE THIS FACILITY. I HEREBY ACKNOLWEDGE THAT I HAVE FULLY READ, THAT I UNDERSTAND, AND DO AGREE TO ABIDE BY THE WRANGELL MARINE CENTER FACILITY USE AGREMEENT.

I further understand and acknowledge by my signature that the City and Borough of Wrangell is not responsible for damage or loss to vessel or articles left in or attached to the vessel in case of fire, theft, accident, inclement weather or any other cause beyond its control

Printed Name:		
Signature:		
Street Address:	 	
City/ State/ Zip:		
Phone number:	 	

WRANGELL MARINE SERVICE CENTER

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APPROVAL: T	HE CITY AND BOROUGH OF	WRANGELL
APPROVED BY:		Date:

WRANGELL MARINE SERVICE CENTER

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WRANGELL PORT & HARBORS MARINE REPAIR YARD VENDOR LIST

907-874-3736

harbor@wrangell.com

WELDERS

Dave's Welding 907-305-0151 Jenkins Welding 907-305-0697 Svendsen Marine 907-874-3237 JA Welding 907-874-3450 Randy Churchill Jr. 907-305-0726

SANDBLASTING/IND. COATING

Superior Marine 907-305-0614 Wrangell Boatshop 907-874-4669/470-4949

MECHANICS Clay Hammer 907-305-0178 Dave Miller 907-305-0151

SHIPWRIGHTS/WOODWORKERS

Wrangell Boat Shop 907-874-4669 Tyler Thompson 360-774-2980

FIBERGLASS

Keller Marine Repair 907-305-0548 Bill Knecht 907-305-0515 Joby's Marine Repair 907-305-0896 J&R Fiberglass 305-0829 or 907-874-3686

CUSTOM GLASS CUTTING

Craig Carlson 907-305-0826

HYDRAULICS

Freeman & Sons 907-874-3326

PARTS

NAPA - SE Auto & Marine 907-874-2339

HARDWARES STORES

Ottesen's True Value 907-874-3377 Sentry Marine & Hardware 907-874-3336 Napa Auto Parts 907-874-2339

TOOL RENTALS

Massin's Tool Rental 907-874-2064 Johnson's Building Supply 907-874-2375 James' Bldg & Repair 874-3674/470-2762 Superior Marine 907-305-0614

PRESSR WASHR RENTAL/SERVICES Massin Tool Rental 907-874-2064

Johnson's Building Supply 907-874-2375 Dave's Welding 907-305-0151 Superior Marine 907-305-0614

CARPENTERS

Taylor & Sons 907-874-2402 Hamley Construction 907-874-4165 Johnson's Construction 907-874-2375

ELECTRICIANS

Bob Molinek – NK Electric 907-874-2770
Tim Buness – Buness Elec. 907-305-0556 Jordan Buness-Buness Electric 305-0556

MACHINE SHOP

Freeman & Sons 874-3326

REFRIGERATION

Buness Electric 305-0556

OUTBOARD REPAIR

Buness Bros 907-874-3811 The Bay Co. 907-874-3340

BOAT SECURITY

Kim Covalt 907-305-0505

VESSEL SHRINK WRAPPING J&R 907-874-3686/305-0896 Superior Marine 907-305-0614 Wrangell Boat Shop 907-874-4669

COMPUTER REPAIRS

David Roane 425-275-6148

MARINE SURVEYORS
Rick Martin – Marine Surveyors of SE AK 907-874-4548/907-470-4548 Ed Ness – Northwest Marine Surveyor 360-874-7700/360-710-9229 Terry Pardee – Pardee Marine Surveys 907-766-2154/907-303-7301 Greg Cushing-Coastal Marine Surveys 907-738-5435

<u>DIVERS</u> Steven Johnson 907-305-0835 Jimmy Nelson 907-305-0868 Jordan Buness 907-874-3811 Tim Jewell 206-898-8698

REALTORS

John Tullis 907-874-2222 Tom&Judy Duncan 907-874-4445

HOTELS / B & B'S

Stikine Inn 907-874-3388 Diamond "C" Hotel 907-874-3322 Alaskan Sourdough Lodge 907-874-3613 Grandview B & B 907-874-3225 Rooney's Roost B & B 907-874-2026 Zimovia B & B 907-874-2626 Cozy Corner 907-874-3686

TAXI CABS/WATER TRANSPORT

Northern Lights Taxi 907-874-4646 Breakaway 907-874-2488(Water Transport)

VESSEL DELIVERY

Ron Opheim 907-874-2245

FIRE & LIFE SAFETY

Ian Newman 907-723-3364

STORAGE Bernie Massin 907-874-2064 Chad Ritchie 907-305-0399 Randy Churchill 907-874-3954 Royce Cowan 907-874-3659 Dave Miller 907-305-0151 AA Mini Storage 907-874-2729

			HAUL OUT REQUEST	<u>.</u>	
		Vessel		Owner	Homeport
Length	Width	Tons	Hull Material	Туре	Actual Tonnage
Requested		Haul Out Date			Scope of Work
		o Wateryesno		Contact #	•
		equestH		•	on Haul – 2 Hours ONLY
Haul Out Date Schedule	d	S _F	lash Date	Agreeme	nt signedyesno
		AGREEMENT	FOR MOBILE BOAT L	IFT SERVICES	
		READ CAREFUL	LY BEFORE SIGNIN	3	
				ska (hereinafter City), and	
(hereinafter Vessel).	wner or agent or	that certain Mantime V	essei	, Vessel Licens	se Number
(neremaner vesser).	City at the	raquest of Oumar and	upon naumont of the o	stablished fee, agrees to remove	Vaccal from the waters of the
Wrangell Harbor by m	••		upon payment or the e	stabilished lee, agrees to remove	vesser from the waters of the
2.			at Vessel is structurally	sound and capable of withstand	ting removal from the water hy
	•		=	at Vessel has otherwise been se	-
	=			be safely moved mobile boat lift	
	-			moval from the water or placem	
boat lift.	,	,	•		
3.	OWNER H	EREBY RELEASES AN	ID DISCHARGES CITY	AND ITS EMPLOYEES, AGENT	IS, OFFICERS AND ELECTED
OFFICIALS FROM A	LL CLAIMS, DE	MANDS AND RIGHT	S AND CAUSES OF	ACTION, PRESENT OR FUTL	IRE, WHETHER KNOWN OF
UNKNOWN, ANTICIP	ATED OR UNAN	TICIPATED, OF ANY N	IATURE WHATSOEVER	R, RESULTING IN ANY WAY OU	JT OF OR ARISING INCIDENT
TO THE USE OF THE	MOBILE BOAT L	JFT EXCEPT THOSE O	AUSED SOLELY BY TH	HE NEGLIGENCE OF CITY.	
4.	OWNER AC	GREES TO INDEMNIF	Y, DEFEND AND HO	D CITY AND ITS EMPLOYEE	S, AGENTS, OFFICERS AND
ELECTED OFFICIALS	HARMLESS FR	OM AND AGAINST AN	Y AND ALL LIABILITY	AND EXPENSE WHICH IN ANY	WAY ARISE FROM DAMAGE
TO OR DESTRUCTIO	N OF VESSEL A	ND PROPERTY ABOA	RD VESSEL EXCEPT	FOR SUCH DAMAGE AND DES	TRUCTION CAUSED SOLELY
BY THE NEGLIGENC	E OF CITY. THE	E LIABILITY AND EXP	ENSE TO WHICH THIS	INDEMNITY APPLIES INCLUD	ES, BUT IS NOT LIMITED TO
ATTORNEYS' FEES A	ND COSTS INCL	JRRED IN ANY LITIGA	TION REGARDING THE	SE CLAIMS.	
5.	OWNER AC	GREES AND ACKNOW	LEDGES THAT IF VES	SSEL, INCLUDING PROPERTY	ABOARD VESSEL, SUFFERS
DAMAGE OR DESTR	UCTION IN ANY	WAY ARISING OR RE	SULTING FROM USE	OF THE MOBILE BOAT LIFT, O	OWNER WILL BE UNABLE TO
RECOVER ANY DAM	MAGES FROM C	CITY, ITS EMPLOYEE	S, AGENTS, OFFICER	RS, ELECTED OFFICIALS OR	CONTRACTORS, OR THEIR
				D SOLELY BY THE NEGLIGENO	
6.	•	=		cordance with the laws of the St	• •
57		•		nue in legal force and effect. Ow	
	tion relating to thi	is Agreement or its sub	oject matter shall rest e	clusively in the state court of c	ompetent jurisdiction located a
Wrangell, Alaska.					
7.		read and voluntarily s	igns this Agreement ar	d further agrees that no other	representations statements or
inducements have bee					representatione, etaternesse es
•				and an area to that are because to	•
8, the terms, covenants a	If executed I		agent hereby represents	and warrants that such agent ha	•
8. the terms, covenants a	If executed I		agent hereby represents	s and warrants that such agent ha	•
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the terms, covenants a	If executed I			v	•
the terms, covenants a	If executed I		City of Wrangell,	v	•
the terms, covenants a	If executed I		City of Wrangell, By Owner	v	•
the terms, covenants a	If executed I		City of Wrangell, By Owner Print Name:	Alaska	•
the terms, covenants a	If executed I		City of Wrangell, By Owner Print Name:	v	•

(907) 874-3736 OFFICE (907) 305-0719 CELL

HARBOR FEES

Moorage: Daily pre-paid Daily invoiced Monthly (Calendar)

\$.40/ foot \$.80/ foot \$3.50/ foot \$25.00/foot

Annual (7/1 – 6/30) Wait List Deposit Utilities (20A-100A 3P)

\$50.00 no refund \$5.00 -50.00/ day \$10.00/ hour

Hoists Gridiron (after 2 days)

\$1.00/ foot /day

BOAT LAUNCH FEES

Daily (per launch r/t) Annual w/stall Annual (7/1 - 6/30)

\$10.00 launch \$25.00 \$50.00

\$15.00 per haul

PORT FEES

Travel Lift: (150 ton)

0-40° RT w/ blocking 41-58° RT w/ blocking \$11/foot \$12/foot \$13/foot 59' & up w/blocking Minimum Fee \$300 Upland Storage Monthly \$.30/ sq ft Work Area Storage Monthly \$.50 / sq ft

Environmental Fee Hydraulic Trailer:

Roundtrip \$8.25 / foot Minimum Fee \$225.00 Off Site Transport (quote)

Summer Floats: 0-80' Daily \$.65/ foot 81- up Daily \$.95/ foot

Cruise ship & Mill Docks: Cruise Ship Daily 0-80' Monthly \$.90-2.00/ foot \$3.13/ foot 81- up Monthly \$3.75/ foot

Storage & Misc:

Outside Open Monthly \$.30/ sq foot Inside Strg Monthly \$.50/ sq foot Wharfage General Cargo \$2.50/ ton Barge Staging(\$500min) \$2.00/foot Impound Fee \$100.00

ALL FEES ARE SUBJECT TO 7% CITY SALES

TAX

Not all user fees are listed here; please inquire with the Port & Harbors Office



Office of the City Clerk

491 East Pioneer Avenue Homer, Alaska 99603

clerk@cityofhomer-ak.gov (p) 907-235-3130 (f) 907-235-3143

Memorandum

TO: VESSEL HAUL-OUT TASK FORCE

FROM: BARBARA HOWARD, CHAIR

DATE: APRIL 17, 2014

SUBJECT: TASK FORCE MEETING SCHEDULE

Please bring your calendars to review the upcoming task force meeting schedule.

Monday, April 21st

Monday, May 5th

Friday, May 16th

Monday, June 2nd

Monday, June 16th

Monday, July 7th

Friday July 25th

Friday August 8th

Monday, August 18th – Report due to Clerk

Wednesday, August 27 – Report to Port & Harbor Commission

Monday, September 15th – Report due to Clerk

Monday, September 22nd – Report to City Council