



Homer City Hall

491 E. Pioneer Avenue

Homer, Alaska 99603

www.cityofhomer-ak.gov

City of Homer Agenda

Port & Harbor Advisory Commission Regular Meeting

Wednesday, April 28, 2021 at 5:00 PM

City Hall Cowles Council Chambers via Zoom Webinar

Webinar ID: 954 2610 1220 Password: 556404

Dial: 346-248-7799 or 669-900-6833; (Toll Free) 888-788-0099 or 877-853-5247

CALL TO ORDER, 5:00 P.M.

AGENDA APPROVAL

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA (3 minute time limit)

RECONSIDERATION

APPROVAL OF MINUTES

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VISITORS / PRESENTATIONS

STAFF & COUNCIL REPORT / COMMITTEE REPORTS

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B. Homer Marine Trades Association Report **Page 13**

PUBLIC HEARING

PENDING BUSINESS

A. 2022 Budget Planning – Identifying Other Revenue Sources **Page 15**

i. Port & Harbor Facilities Vehicle Parking Map & Info Handout **Page 16**

NEW BUSINESS

A. Sport Shed-Tackle Shack Co. LLC Lease Assignment **Page 18**

i. Lease Application Checklist & City Manager's Recommended Action **Page 19**

ii. Tackle Shack Co. LLC Lease Application/Assignment Form **Page 22**

iii. DRAFT Lease Tackle Shack Co. LLC **Page 40**

B. Annual Review of the Port of Homer Tariff No. 1 **Page 70**

i. Port of Homer Tariff No. 1 – Current **Page 73**

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INFORMATIONAL MATERIALS

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COMMENTS OF THE AUDIENCE (3 minute time limit)

COMMENTS OF THE CITY STAFF

COMMENTS OF THE CITY COUNCILMEMBER (if present)

COMMENTS OF THE CHAIR

COMMENTS OF THE COMMISSION

ADJOURNMENT

Next Regular Meeting is **WEDNESDAY, MAY 26, 2021 at 6:00 P.M.** All meetings scheduled to be held via Zoom Webinar in the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska.

Session 21-03, a Regular Meeting of the Port and Harbor Advisory Commission was called to order by Chair Steve Zimmerman at 5:09 p.m. on March 24, 2021 in the Cowles Council Chambers, City Hall located at 491 E Pioneer Avenue, Homer, Alaska via Zoom Webinar.

PRESENT: COMMISSIONERS ZIMMERMAN, ZEISET, STOCKBURGER, ULMER, ERICKSON, MATTHEWS, AND SIEKANIEC

ABSENT: STUDENT REPRESENTATIVE ENGBRETSSEN

STAFF: PORT DIRECTOR/HARBORMASTER HAWKINS
DEPUTY CITY CLERK TUSSEY

The Port and Harbor Advisory Commission met in a worksession from 4:30 p.m. to 5:00 p.m. prior to the meeting. This worksession was facilitated by City Clerk Jacobsen regarding advisory body training.

There was a delay in the meeting being called to order due to Zoom connectivity issues.

AGENDA APPROVAL

Chair Zimmerman asked for a motion to approve the agenda.

STOCKBURGER/ULMER MOVED TO APPROVE THE AGENDA WITH THE AMENDMENT OF ADDING 2022 BUDGET PLANNING – IDENTIFYING OTHER REVENUE SOURCES UNDER PENDING BUSINESS.

Commissioner Stockburger commented that the commission was going to continue their discussion on recognizing other sources of revenue. There was brief discussion with Deputy City Clerk Tussey on how amending the agenda would allow discussion on the item but no action could be taken without proper advertisement.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

PUBLIC COMMENTS UPON MATTERS ALREADY ON THE AGENDA

RECONSIDERATION

APPROVAL OF MINUTES

A. February 24, 2021 Regular Meeting Minutes

Chair Zimmerman asked for a motion to approve the minutes.

ULMER/STOCKBURGER MOVED TO APPROVE THE MINUTES.

Commissioner Stockburger requested the minutes be amended to better clarify his comments under Informational Materials. He had commented on marine repair facility statistics and requested if the stats could show a running total or a yearly update to better reflect to-date use.

STOCKBURGER/ZEISET MOVED TO AMEND THE MINUTES AS STATED.

There was no discussion.

VOTE (amendment): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VOTE (main motion): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VISITORS/PRESENTATIONS

STAFF & COUNCIL REPORT/COMMITTEE REPORTS

A. Port & Harbor Staff Report for March 2021

Port Director Hawkins facilitated discussion on his written report, noting the following topics:

- Numerous meetings with various agencies regarding the Port Expansion Project and where the City is at in keeping the project moving forward.
- Positive work with J&H Consulting and their work to promote the City at the State Capitol.
- Harbor Officers catching flooding vessels in the harbor due to freeze-thaw cycles affecting potable water plumbing.
- Efforts to move the North Pacific out of the harbor, dismantling it, and auctioning off pieces of the derelict vessel.
- Erosion issues to different properties on the Spit due to storms/weather, and steps being taken to mitigate damage.
- Inquiries on dredging activity and the reopening of campgrounds.
- Continued discussions with Shorelock to help slow erosions and testing the product in Homer; will be on the April agenda for PHC feedback.
- Springtime reopening activity at the Ice Plant.

B. Homer Marine Trades Association Report

Commissioner Zeiset provided a verbal report on the HMTA:

- While HMTA is a non-political organization, they did submit public comments in favor of State House Bill 100, which directly affects the funding for marine classes in Homer, to ensure the funding for that education continues.
- It's that time of the year where everyone is ramping up for the busy season.

PUBLIC HEARING

PENDING BUSINESS

The agenda was amended under “Approval of the Agenda” to include Item A.

A. 2022 Budget Planning – Identifying Other Revenue Sources

Chair Zimmerman introduced the item and deferred to Commissioner Stockburger to begin discussion.

Mr. Stockburger provided a recap of what the commission discussed at the last PHC meeting. During that discussion, Port Director Hawkins had proposed the idea of budgeting \$1 million for reserves to help pay to maintain our aging infrastructure. A concern brought up by Mr. Stockburger was that if we can't meet our other obligations one year yet we're paying the reserves that set amount, would that be an issue?

Port Director Hawkins noted that it was a valid point and would be an issue; they would have to go back to Council to amend the budget if that were to happen. Mr. Hawkins suggested that it at least be set as a goal/priority. He further explained City staff's current efforts with the City Manager to adjust administrative fees with fairness in mind, and that rewriting of the 2022 budget is happening now.

Discussion ensued on the Harbor Enterprise budget, various ideas to bring more revenue in to the Enterprise Fund, the need for more conversations/education at the City and Borough levels on how the harbor infrastructure brings in tax dollars/income, and to eventually move away from the idea that we're not a subsidized facility.

Mr. Stockburger spoke to the value of the harbor and the need to sustain it for the long-term. He felt they need to figure out how to get people to pay their share for the use of the harbor. Not just for moorage but in the form of fees for ramp use (commercial vs. recreational), dock access, and parking. He opined that other users of the harbor, whether it's through the use of the docks, commercial use of the Load and Launch Ramp, or vehicle parking, should be paying more for the use of this facility and take the onus off of the moorage slip lessees. In response to Commissioner Ulmer's request for clarification, Mr. Stockburger explained how there's a difference between those who pay moorage as part of their business and benefit from the harbor facility to make money, and the type of moorage paid to keep a recreational boat in the harbor.

Commissioner Matthews pointed out that charter businesses may have less of an impact on dock damage given their experience running vessels, and generate a lot of sales tax revenue to the area. She advised caution on adding too many more fees to their costs to come down to launch from Homer so as not to discourage their business.

Commissioner Zeiset commented that charging for prime parking should be discussed as an additional revenue source. He inquired into the parking study that was supposed to have taken place in 2020 that got delayed due to COVID and would like to know the status of that study. Port Director Hawkins spoke to the study and that it was in the works at the staff level. Mr. Zeiset voiced his support for the study

and how it will greatly help their conversation on the matter. In response to Ms. Matthew's inquiry on parking timeline changes, Mr. Hawkins explained how the Port and Harbor already has the power per City Code to set up signage and establish additional paid parking lots.

The commission requested to have 2022 Budget Planning – Identifying Other Revenue Sources on the April agenda, specifically to continue the discussion on parking on the Spit and paid parking.

Chair Zimmerman commented on how the Port and Harbor does not receive any of the sales tax revenue that's collected from businesses on the Spit. In response to the subject of sales tax, Ms. Matthews shared feedback she received from a councilmember: if Council is allocating City funds for port-related studies, that is sales tax revenue coming back to the enterprise, just in a different form. Mr. Hawkins corroborated that comment; the Port Expansion study funds came from the general reserves, the lobbyist contract was jointly funded but has been mostly for port-related projects, and the parking study is coming out of Planning's budget. There is a lot of support. He said he will bring more information back to the commission for consideration.

There was further discussion on having parking on the next meeting agenda to consider setting up more paid parking spaces for this upcoming season, limitations to charging parking fees in State right-of-ways, and start planning a multi-year parking lot improvement/parking fee plan. It was requested that staff include an overview map of all current City-owned parking spots that shows what is currently paid parking and what isn't to help implement additional paid parking areas.

NEW BUSINESS

- A. Alaska Custom Seafoods Lease
 - i. Notice of Default dated March 8, 2021
 - ii. Resolution 19-009
 - iii. Port & Harbor Advisory Commission January 23, 2019 Regular Meeting Minutes Excerpt
Re: Alaska Custom Seafoods Lease Amendment Application

Chair Zimmerman introduced item by reading the title and deferred to Port Director Hawkins.

Mr. Hawkins explained how this agenda item was the commission's requested notice if Alaska Custom Seafoods defaulted on their lease again. Much of the lease had been rewritten/amended in 2018 to accommodate Alaska Custom Seafoods, and ensure Mr. Faulkner was operating within his lease since his original use of the property had changed significantly. Mr. Faulkner had remained in default with the City for some time up until the lease rewrite in 2018 to bring him into compliance. The commission reviewed the requested amendment at their January 23, 2019 regular meeting and recommended that Council approve the changes to Alaska Custom Seafood's property improvement plan under the condition that any issues with the lease be immediately brought back before the commission for consideration and recommendations of further action by the City Manager and Council.

There was discussion on the following topics:

- Clarification on the property in question; where it was located, what portions are City-owned and lessee-owned, and what sublease businesses operated on the lot.

- Consultation with staff on what recommendations should be taken.
- Commissioners felt the City bent over backwards to bring the lessee into compliance and it does not seem that much has changed or improved; next step is for this to go to Council.
- Current status of the lease and the reasons for default, including having a delinquent account balance with the City, property taxes are in arrears, and lack of proof of insurance.
- How eviction would affect the three subleases on the property and, if the City used eviction as a lease default remedy, if there was a way to maintain/take over the subleases so the lot does not stay vacant all summer.
- There is no provision in the lease for the City to take over any subleases; that should be included in future leases.

MATTHEWS/ULMER MOVE TO NOTIFY COUNCIL OF THE DEFAULTED LEASE WITH ALASKA CUSTOM SEAFOODS.

In response to requests for guidance on the matter, Mr. Hawkins said that it's pretty clear in City Code that the action is eviction. Commissioners concurred that eviction does seem to be the route to go. There was discussion and questions directed to staff on the general timeframe and how that affects the sublessees going into summer. Commissioner Matthews suggested that in the eviction process, the "areas to cure" could include transfer of lease for the subleases.

ZIMMERMAN/SIEKANIEC MOVED TO AMEND TO INCLUDE THE REQUEST THAT CONSIDERATIONS BE TAKEN TO ASSIST THE SUBLESSEES ON THE PROPERTY.

Chair Zimmerman commented that he would like to see Council look at a way to keep those subleasees operating so if they do decide to evict, we're not kicking three other businesses off. During discussion with the commission he clarified that in that scenario the City would be the landlord and would charge a small per-square-foot rate for the season, similar to the short-term leases the City used to provide at the other end of the harbor.

VOTE (amendment): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

VOTE (main motion): NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

- B. PARCAC Recommendations on Personal Watercraft (PWC)
- i. Parks, Art, Recreation & Culture Advisory Commission February 18, 2021 Regular Meeting Minutes Excerpt Re: Personal Watercraft
 - ii. Draft Ordinance 20-46 Amending HCC 19.20.020 to Address Personal Watercraft
 - iii. Port & Harbor Advisory Commission January 27, 2021 Regular Meeting Minutes Excerpt Re: Personal Watercraft

Chair Zimmerman introduced the item by reading the title and opened the floor for discussion.

Port Director Hawkins commented on how the commission has already discussed the use of personal watercraft, and his takeaway from that conversation was that the Port and Harbor is going to treat them the same as vessels. They will have to follow the same posted rules, such as no-wake speeds, and paying for their launch at the Load and Launch Ramp. The commission had also discussed stronger enforcement of the no-wake policy at the entrance of the harbor, especially when it came to safety concerns for smaller watercraft.

Mr. Hawkins recapped what was discussed at the PARCAC meetings he attended. The recommended regulations from PARCAC were 1.) Personal Watercraft can only be launched and or retrieved from the Load & Launch Ramp in the Harbor; and 2.) Motorized Watercraft are prohibited from being launched, landed or retrieved from any City beach with the exception of official business use.

Discussion ensued on what kind of amendments the commission would like to make, with discussion covering the following areas:

- Beach rules that are already in place; you can't launch from the beach because vehicles aren't allowed in those areas.
- These proposed rules are in relation to City-owned beaches; personal watercraft could be launched on private land, but tidelands from high-tide and out are City property.
- Technically it would be illegal if they pulled up to a beach just to hop off to stretch their legs.
- Policing/enforcing these policies.
- Personal watercraft vs. motorized watercraft; State's definition for a personal water craft (PWC) and what terminology should be included in the code amendment.
- Motorized vessels currently being hauled out do complete a Beach Landing/Barge Use Agreement with the Harbormaster's Office beforehand; this is part of that "official business use" caveat.
- Clarification of what part of HCC is being amended (Parks and Recreational Facilities); that code does include penalties if sections of Chapter 19 are violated.

STOCKBURGER/ZIMMERMAN MOVED TO INCLUDE "...OR WITH HARBORMASTER APPROVAL." TO HCC 19.20.020(J).

There was discussion on leaving the terminology as motorized watercraft.

Commissioners requested better signage at the beaches for education/enforcement purposes; all of the rules should be enforced equally, and better signage would help with that.

Commissioner Zeiset clarified how without adding in "harbormaster's approval" that emergency beach landings would not be allowed, referring to the example of when a broken-down vessel had to do an emergency beach landing on the south end of the Spit. He commented how in those situations, he loves the idea of being able to work with somebody individually. If someone's boat breaks down and they're forced to drift into the beach because they have no other choice, we're not slapping them with a fine. It gives working space for different situations.

VOTE: NON-OBJECTION: UNANIMOUS CONSENT.

Motion carried.

INFORMATIONAL MATERIALS

- A. Port & Harbor Monthly Statistical Report for February 2021
- B. Water/Sewer Bills Report for February 2021
- C. Crane & Ice Report
- D. Dock Activity Reports
- E. PHC 2021 Meeting Calendar

Commissioner Stockburger clarified his comments regarding marine repair facility statistics and thanked harbor staff for including the to-date numbers. There was discussion on statistics and revisions to the PHC meeting schedule. Deputy City Clerk Tussey responded to questions regarding the meeting schedule and when commissioners are expected to give their City Council reports.

COMMENTS OF THE AUDIENCE

COMMENTS OF THE CITY STAFF

Deputy City Clerk Tussey commented it was a great meeting.

Port Director Hawkins commented that he will not be here for the next meeting; he is taking leave time to visit family and meet a new grandchild.

COMMENTS OF THE CITY COUNCILMEMBER

COMMENTS OF THE CHAIR

Chair Zimmerman thanked the commission for a lively meeting.

COMMENTS OF THE COMMISSION

Commissioner Matthews reminded commissioners that Winter King Salmon Tournament will be taking place next month.

Commissioner Ulmer thanked Deputy City Clerk Tussey and Port Director Hawkins for all their work.

Commissioner Zeiset congratulated Port Director Hawkins on the new family member.

Commissioner Stockburger thanked the commission for the meeting and the further discussion on 2022 budget and other revenue resources.

Commissioners Erickson and Siekaniec did not have additional comments.

ADJOURNMENT

There being no further business to come before the Commission the meeting adjourned at 7:15 p.m. The next regular meeting is scheduled for Wednesday, April 28, 2021 at 5:00 p.m. at the City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska via Zoom Webinar.

RACHEL TUSSEY, CMC, DEPUTY CITY CLERK I

Approved: _____



APRIL 2021 PORT & HARBOR STAFF REPORT

1. Administration

Staff met with:

- Rob Dumouchel, City Manager and other Dept. Head staff- leadership team/dept. head meetings
- EOC City staff and associated agencies(video conference)- Regarding continued COVID-19 planning
- Rob Dumouchel, City Manager and Jan Keiser, Public Works Director – Regarding planned ADA parking improvements, future summer parking projects, contracts and RFPs
- Rachel Lord, AAHPA(Alaska Association of Harbormaster's and Port Administrators) – Re: upcoming business for the AAHPA
- Rob Dumouchel, City Manager –Regarding lease management topics and mobile food vender questions
- AAHPA(teleconference)- Re: board meeting
- Arctic Domain Awareness Center UAA (teleconference)- UAA Maritime Communication Needs
- Rob Dumouchel, Julie Engebretsen, Planning and Donna Aderhold- Re: brainstorming session for ways to curb Illegal Dumping at the harbor
- Tabor Ashment, Homer Enterprises and Shawn Grimes, Tackle Shack Co.- Re: possible lease transfer per sale of business
- Rob Dumouchel and Elizabeth Walton, Finance- Re: Port Budget Review meeting
- Rob Dumouchel, City Manager – Re: Capital Improvement Project Review

2. Operations

Mid-March to mid-April was spent prepping for the transition from winter to summer and gearing up for what looks like a busy season. Officers researched return dates for stall lessee's to cut down on stall conflicts in preparation for many vessels returning to the harbor for the season. The winter power program concluded and vessels utilizing the program were asked to return to their stalls or transient moorage. The Load and Launch ramp pay kiosk batteries were charged and preseason cleaning and maintenance procedures were performed in preparation for fee collection beginning April 1st. Harbor Officers continued to keep up with monitoring parking areas for over-parked vehicles.

At the Harbormaster's Office itself, the summer gear up continued with a reorganizing and redesign of the public lobby space to incorporate socially distanced practices and, at the beginning of April, the office was opened to the general public. Workstation sanitation continues to be practiced. The monthly fire extinguisher inspections were performed and fire line valves were manipulated. One bad fire extinguisher was identified and replaced. Operations has also hired the first two of our seasonal harbor assistants, welcoming John Foster back from last season and newly hiring Graham Briley.

Projects completed/notable events:

- Officers assisted EMS personnel with an inbound patient transfer at the load and launch ramp.
- Officers were dispatched to a report of an overturned kayaker. State Parks and harbor officers responded. The kayaker who overturned was retrieved from the water by State Parks vessel Phoresy.

- The harbor tug was used to help retrieve one kayaker who was still upright but having trouble fighting the wind. Also retrieved both kayaks involved in the incident.
- The derelict vessel the North Pacific was put on the beach and hauled into the Marine Repair Facility where it will be scrapped.
- CISPRI and SERVVS conducted a joint spill response training.
- The Island Explorer and Seatac Barge utilized the Deep Water Dock for a scrap steel load out.
- Signage, pylons and traffic control measures were prepared for the upcoming Winter King Derby scheduled for April 17th.

3. Ice Plant

During this last month the Ice Plant crew was plagued by unusually late winter weather. We thawed Potable water on the southern end of the dock multiple times and struggled to keep our evaporators defrosted. (As expected, few boats fished during that brutal weather.) We also:

- Found and removed ice from Crane #1's controls
- Returned water service to the Northeastern end of the dock. (The Southwestern end is currently under repair.)
- Replaced 2 faulty compressor room lights
- Painted compressors
- Welcomed Jed back on April 5th
- Got the Wiggins forklift operational again
- Started our annual crane maintenance program
- Replaced winch control on Crane #5 due to an intermittent problem

4. Port Maintenance

Port Maintenance has been taking care of all core maintenance duties and the following:

- Sanding and Plowing as needed
- Sweeping fog lines and parking lots.
- Assisting operations with the moving and staging of the North Pacific for haul-out and scrapping
- Annual removal of the winter festive lights and installation of the summer windsocks, etc.

**Homer Marine Trades Association
Regular Meeting Minutes
April 7, 2021
NOMAR**

The meeting was called to order by President Mark Zieset at 6:15 p.m.

Directors Present: Mark Zieset, Kate Mitchell, Jen Hakala, Cinda Martin, Matt Alward and Josh Hankin-Foley. Bruce Friend, Eric Engebretsen and Aaron Fleenor were absent. A quorum was established.

Guests Present: none

Approval of Agenda: Motion by Jen Hakala to approve the Agenda as presented, 2nd and carried.

Approval of the March 10th, 2021 meeting minutes: Motion by Jen Hakala to approve the minutes of the previous meeting as written, 2nd and carried.

Treasurer's Report: Jen Hakala presented a current balance sheet and A/R Aging Report, copy attached. She reported that she filed the State of Alaska Biennial report and created an Instagram account, she is looking for content to post. The finance committee will meet after we receive the Advertising Committee's proposed budget to finalize the association's budget.

Committee Reports:

- Advertising – Kate reported that the City has set aside \$4,000 to assist with our advertising budget. The committee met to discuss opportunities including Anchorage radio ads. They reviewed a proposal with Alpha Media for the Great Alaska Fishing Report Sponsorship daily on KHAR; 50 30-second radio ads @ \$500/month or 60 second ads for \$600/month; this would be a good use for a portion of the City funds and allows for cooperative advertising opportunities during the summer months. Motion by Kate Mitchell to approve contract with Alpha Media for the 30 or 60 second radio ad sponsorship of the Fishing Report May thru August requesting \$2,000 from the City funds toward the contract with the balance to be paid by HMTA, 2nd and carried. Motion by Matt Alward to authorize the Advertising Committee to spend the remaining \$2,000 of City funds as they deem appropriate, 2nd and carried. Mark and Josh reported that Grady has revamped our website and is ready to present to the board; Mark will set up a meeting. Grady is looking for content.
- Workforce Development – House Bill 100 testimony; Mark, Kate and Cinda gave testimony supporting our college and Jesus' position.
- Scholarship – Cinda reported that we have spent \$5,441 to date including \$2,283 sent to KPC; there is \$3,559 remaining of our funds and \$834 at KPC. The \$1,000 scholarship applications are due by 4/15 and applicants do not have to be graduating seniors.

Old Business:

- Round Haul – Bay Welding and Salmon Sisters are both interested in hosting the next round haul
- Chamber updates – Mark reported that the Chamber has officially invited HMTA to their new Marketing Committee. Bruce Friend would like to be our liaison to share information. Mark will forward the meeting invite to Bruce.

- Back to the Bay – Kate reported that the boat will not sail this year but they are still trying to promote it through various events in the community.

New Business:

- Maritime Career Presentation opportunity – Matt reported on a series of career spotlights happening online statewide sponsored by Alaska Career Information System (AKCIS); the Marine Trades industry is being spotlighted on April 21st and needs presenters. There is an outline to follow, Josh Hankin-Foley has volunteered to participate, looking for a few others.

Next Meeting: Wednesday, May 5th, 2021 at NOMAR

Adjourn: There being no further business to come before the board members, the meeting was adjourned at 7:45 p.m.

Respectfully submitted,

Cinda Martin
HMTA Secretary



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Port and Harbor

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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: APRIL 22, 2021

SUBJECT: 2022 BUDGET PLANNING- IDENTIFYING OTHER REVENUE SOURCES

At the PHC's March meeting it was requested that a continuation of the discussion on recognizing other sources of revenue be added to the April agenda. General areas of discussion from last meeting were:

- Possible future sources of revenue
- Discussion and future planning for the Port Reserve fund with specific emphasis on long term sustainability concerning maintenance and infrastructure replacement
- City admin fees and other city generated costs
- Sales tax revenue and partnership with the borough
- Different user groups and related impact fees
- Parking (see below)

ACTION SUGGESTION: Motions made for any recommended fee schedule changes/additions generated by the commission's discussion may be more applicable under the review of the Port Tariff No. 1 under New Business of this meeting agenda.

Parking

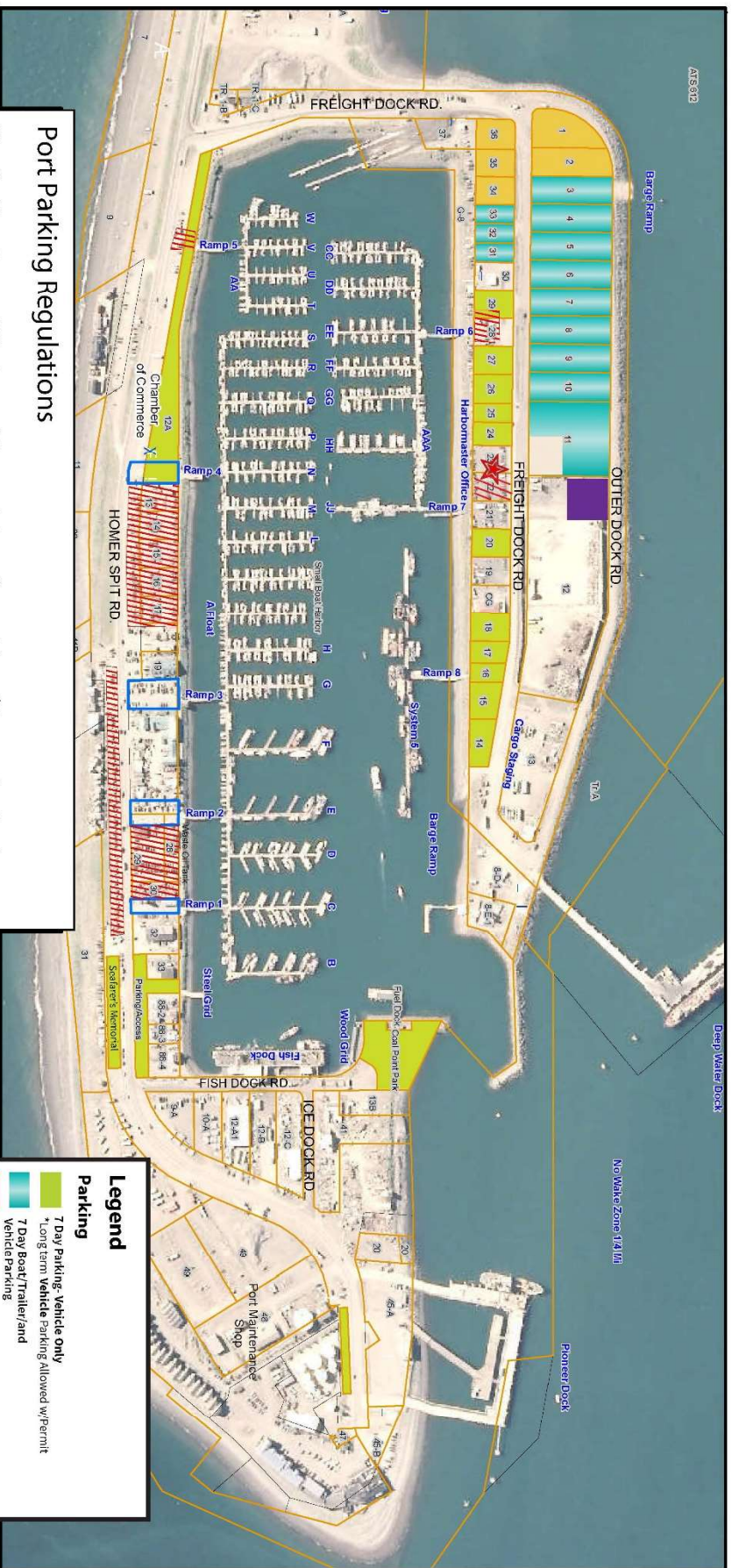
Included is an overview map of all current City-owned parking lots and fee schedules to help assist with discussion.

Regarding the Parking Study: funding for this study was originally approved for \$20k and set to commence in 2020. During the process of developing a scope of work, it was recognized that we could maximize the amount of return on our \$20k investment by breaking it down into phases where City staff could supplement time and work towards the project and/or work in partnership with one of our engineering firms already under City contract. Port staff has been working in conjunction with Public Works and our engineering contractors to scope out what this might look like in more detail. A further update may be available by the time of the April 28th meeting.

Recommendation

For Discussion. Motions are not necessary to hold discussion or provide feedback to staff.

City of Homer Port & Harbor Facilities Vehicle Parking



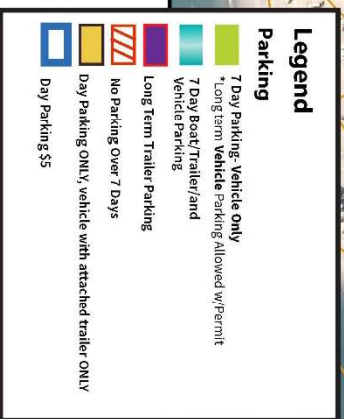
Port Parking Regulations

Day Parking: Space at the tops of Ramps 1-4 are fee parking. \$5 per calendar day Memorial Day through Labor Day

7 Day Parking: No parking over 7 consecutive, 24 hour days

Long Term Vehicle Parking: Over 7 consecutive, 24 hour days. By permit only, see Harbormaster.

Long Term Boat Trailer Parking: By permit only, see Harbormaster. Lot located across street From Harbormaster's office.





Annual / Monthly / Weekly Long Term Vehicle Parking Passes

Long term means vehicles that are parked anywhere in the port facility (excluding leased lots) in excess of seven consecutive 24 hour days. Annual and monthly passes are available for vehicles under 20'. Monthly passes are available for vehicles over 20' and are required to use the Seafarer's Memorial parking area.

- Regular annual price: **\$200.00**
- Discounted annual price for vessel owners with reserved stall or pay transient annual moorage: **\$100.00**
- Monthly pass for vehicles less than 20': **\$70.00**
- Monthly pass for vehicles over 20': **\$85.00**
- Annual passes are valid January 1 to December 31 of the year being used. Monthly passes are 30 consecutive days.
- Weekly pass: \$25 vehicles less than 20'
- Weekly pass: \$30 vehicles over 20'
- [Restricted long-term parking areas from May 1 to October 1 – See map on other side for designated seasonal restricted areas.](#)
- Passes are purchased at the Harbormaster's Office. A rearview mirror hanger will be issued.
- Two (2) vehicles (must have license #s) can be registered under one (1) permit. Permit may only be used in one vehicle at a time (only one hanger issued).

Seasonal Fee-Pay Vehicle Parking Lot Pass

During the summer, the paved ramp access parking areas become PAID parking lots. For individuals that frequently use these areas, a fee-pay parking pass, good for the season, can be purchased in lieu of paying \$5.00 each day.

- Pass price: **\$250.00**
- Passes are valid Memorial Day to Labor Day.
- Park in the paved Paid Parking Areas above Ramps 1, 2, 3, and 4.
- Only vehicles less than 20' allowed.
- Passes are purchased at the Harbormaster's Office. A rearview mirror hanger will be issued.
- Two (2) vehicles (must have license #s) can be registered under one (1) permit. Permit may only be used in one vehicle at a time (only one hanger issued).
- [No long term parking allowed in these parking areas May 1 through October 1.](#)

Monthly Boat Trailer Parking (No Boats on Trailers)

- For boat trailers parked for more than 7 consecutive days
- \$7/per foot per month
- Passes are purchased at the Harbormaster's Office. A numbered plastic tag will be issued.
- Paid Boat Trailer parking located across Freight Dock Road from the Harbormaster's Office



City of Homer

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Port and Harbor

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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: APRIL 21, 2021

SUBJECT: LEASE APPLICATION FROM TACKLE SHACK CO. LLC- SPORT SHED

Tabor Ashment of Harbor Enterprises, the current leasee for the Sport Shed lot, has requested a lease transfer to Tackle Shack Co. LLC as part of a purchase of the Sport Shed business located on the lot. Tackle Shack Co. LLC has indicated in their application that they intend to continue to conduct the business under the current use, with a bait and tackle retail store on the first floor and vacation room rentals on the second floor above. They have requested a 20 year lease with (2) 5 years extensions. The current lease had 18 years of the original term plus the possibility of (2) 5 year extensions left. The new lease transfer would be a change of 2 years in term length. All other conditions of the lease would remain the same with no changes and be updated to new city language and code requirements.

- No new structures or additions requiring permitting and/or a specific development plan. The current structures were permitted and approved by the fire marshal in 2009. A refurbishment of the interior of the vacation room rentals and a fresh coat of paint for the buildings are planned.
- In addition to the newly created Tackle Shack Co. LLC, Shawn and Virginia Grimes currently own and operate a construction company, White Cap Construction (business license provided). The new Tackle Shack Co. LLC. is in process acquiring insurance. A letter from the insurance company has been provided. Staff recommends that approval be conditional on the successful acquisition of insurance.
- Harbor Enterprises, the current tenant, is in compliance with all lease requirements and this lease is current with no issues. This lease re-assignment allows for the lease to be updated to reflect the new and current code requirements.

After consideration of all available information and the lessee's proposal the Port and Harbor has no objections to the re-assignment request indicated in the submitted lease application.

RECOMMENDATION

Making a motion to recommend that City Council approve the lease transfer from the current tenant, Harbor Leasing LLC/Tabor Ashment to Tackle Shack Co. LLC, as allowed per HCC 18.08.160 (e), with the additional consideration that approval is contingent on the acquisition of insurance for the new business before lease signing.

CITY OF HOMER

LEASE APPLICATION CHECKLIST

Applicant Name: Shawn & Virginia Grimes - Tackle Shack Co. LLC

Synopsis: New management- Shawn & Virginia Grimes of Tackle Shack Co. LLC are assuming ownership from the Sport Shed's current owner Tabor Ashment as part of the sale of the business& buildings. Tackle Shack Co. LLC has stated their intention to continue the current business, providing the same services as goods, which include a bait & tackle fishing retail establishment on the first floor complemented by short term vacation room rentals on the floor above. General purposes of use for the buildings are listed as Retail, Lodging, and Storage.

Action:

- ☐ Lease approval.
- ☒ Lease approval with conditions. Explain. **-Contingent on securing insurance**
- ☐ Lease denial. Explain.
- ☐ Lease application incomplete.


Rob Dumouchel, City Manager 22 APR 21 Date

A. A responsive lease application / proposal shall include:

1. A completed application form provided by the City

YES	NO	N/A	INCOMPLETE
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NOTES: Applicant is in the process of securing insurance for the new business. Letter from Alaska Pacific Insurance Agency Inc. confirming applicants have provided all needed information for insurance quote has been included in the application packet.

2. Any applicable fees. \$30. Application fee paid. \$300 lease fee due.

YES	NO	N/A	INCOMPLETE
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NOTES: \$30.00 lease application fee paid. \$300.00 lease fee due at time of lease signing

3. A description of the proposed use of the property

YES	NO	N/A	INCOMPLETE
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NOTES: Applicant indicated they plan to use the property in the same capacity as the previous owner: A bait and tackle general store down below, with vacation room rentals on the second floor. General proposed use categories for buildings listed as Retail, Lodging, and Storage.

4. A specific time schedule and benchmarks for development

YES	NO	N/A	INCOMPLETE
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NOTES: Applicants have indicated they intend to refurbish the building with a fresh coat of paint and update the upstairs vacation rental rooms. No new structural improvements indicated.

5. A proposed site plan drawn to scale that shows at a minimum property lines, easements, existing structures and other improvements, utilities, and the proposed development including all structures and their elevations, parking facilities, utilities, and other proposed improvements.

YES	NO	N/A	INCOMPLETE
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NOTES: No site improvements planned. Existing site plan, floor plans, and plat map included

6. Any other information that is directly pertinent to the proposal scoring criteria contained herein

YES	NO	N/A	INCOMPLETE
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NOTES:

7. All other **required attachments** requested on the application form including, but not limited to, the following documentation: applicant information, plot plan, development plan, insurance, proposed subleases, environmental information, agency approvals and permits, fees, financial information, partnership and corporation statement, certificate of good standing issued by an entity's state of domicile, and references.

☒ Applicant information

☒ Plot Plan

☒ Development Plan (Existing)

☐ Insurance In process

☒ Proposed Subleases No proposed Subleases

☒ Environmental Information N/A

☒ Agency approvals and permits Fire marshal approved current structures in 2009; No additional review needed at this time

☒ Financial Information (Financial Statement **REQUIRED**, Surety, bankruptcy, pending litigation are situational.

☒ Partnership information and a copy of the partnership agreement OR N/A Listed as LLC

☒ Corporation information and a copy of the Articles of Incorporation and Bylaws N/A Listed as LLC

☒ Certificate of good standing issued by the entity's state if domicile

☒ Appropriate References

YES	NO	N/A	INCOMPLETE
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NOTES: Applicants are in the process of getting insurance for new business and building. Place holder letter from insurance agency provided indicating they are in process.

8. Any other information required by the solicitation or request for proposals.

YES	NO	N/A	INCOMPLETE
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NOTES:



Lease Application/Assignment Form

Directions:

1. Please submit this application form to the City Manager's Office, 491 Pioneer Avenue, Homer, AK, 99603.
2. Please answer all questions on this form, or put "N/A" in the space if it is non-applicable.
3. Please include all applicable fees in the form of a check, made payable to the City of Homer.

Applicant Name:	Shawn & Virginia Grimes
Business Name:	Shawn Tackle Shack Co. LLC
Email Address:	Shawngrimes80@yahoo.com
Mailing Address:	55035 Newell Ct
City, State, ZIP code:	Homer, AK 99603
Business Telephone No.	907 299 0933
Representative's Name:	Shawn Grimes
Mailing Address:	PO 15084 Fitz Creek
City, State, ZIP code:	Homer AK 99603
Business Telephone No.	907 299 0933
Property Location:	3815 Homer Spit Rd.
Legal Description:	See attachment (Homer Recording District) #1 Leased Premises showing LOT Plat 89-34
Type of Business to be placed on property:	Tackle Shack Co. is a bait and tackle store including clothing, food and hotel.
Duration of Lease requested:	See addendum of lease #2 Term of Lease terminates on Nov. 2029 w/ 5 year ext.
Options to re-new:	2-5 yr. terms if terms of lease have been met.

**The following materials must be submitted when applying for a lease of
City of Homer real property**

1.	Plot Plan An as built is supplied in packet	<u>A drawing of the proposed leased property showing:</u> <input checked="" type="checkbox"/> Size of lot - dimensions and total square footage (to scale) <input checked="" type="checkbox"/> Placement and size of buildings, storage units, miscellaneous structures planned (to scale). <input checked="" type="checkbox"/> Water and sewer lines – location of septic tanks, if needed. <input checked="" type="checkbox"/> Parking spaces – numbered on the drawing with a total number indicated																		
2.	Development Plan	<input checked="" type="checkbox"/> <u>List the time schedule from project initiation to project completion, including major project milestones.</u> <table border="0"> <thead> <tr> <th>Dates</th> <th>Tasks</th> </tr> </thead> <tbody> <tr> <td>April 2021</td> <td>Refurbish hotel rooms and retail space</td> </tr> <tr> <td>May 2021</td> <td>Finish painting exterior</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table> For each building, indicate: <table border="0"> <thead> <tr> <th>Building Use</th> <th>Dimensions and square footage</th> </tr> </thead> <tbody> <tr> <td>Retail</td> <td>appx 1750 sq'</td> </tr> <tr> <td>Lodging</td> <td>appx 1400 sq'</td> </tr> <tr> <td>Storage</td> <td>appx 1500 sq'</td> </tr> </tbody> </table>	Dates	Tasks	April 2021	Refurbish hotel rooms and retail space	May 2021	Finish painting exterior					Building Use	Dimensions and square footage	Retail	appx 1750 sq'	Lodging	appx 1400 sq'	Storage	appx 1500 sq'
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Lodging	appx 1400 sq'																			
Storage	appx 1500 sq'																			
3.	Insurance AK Pacific Insurance is work will have it ready by 4/16	<input type="checkbox"/> Attach a statement of proof of insurability of lessee for a minimum liability insurance for combined single limits of \$1,000,000 showing the City of Homer as co-insured. Additional insurance limits may be required due to the nature of the business, lease or exposure. Environmental insurance may be required. If subleases are involved, include appropriate certificates of insurance.																		
4.	Subleases 1967-222-4633 None	<input checked="" type="checkbox"/> Please indicate and provide a detailed explanation of any plans that you may have for subleasing the property. The City of Homer will generally require payment of 10% of proceeds paid Lessee by subtenants.																		
5.	Health Requirements City Water Sewer	<input checked="" type="checkbox"/> Attach a statement documenting that the plans for the proposed waste disposal system, and for any other necessary health requirements, have been submitted to the State Department of Environmental Conservation for approval. Granting of this lease shall be contingent upon the lessee obtaining all necessary approvals from the State DEC.																		

6.	Agency Approval <i>The "Tackle Shack" is going to be functioning</i>	<input type="checkbox"/> Attach statement(s) of proof that your plans have been inspected and approved by any agency which may have jurisdiction of the project; i.e. Fire Marshall, Army Corps of Engineers, EPA, etc. The granting of this lease shall be contingent upon lessee obtaining approval, necessary permits, and/or inspection statements from all appropriate State and/or Federal agencies. <i>as a bait & tackle store. Same as the Sport Shed</i>
7.	Fees	<p><u>All applicable fees must be submitted prior to the public meeting preparation.</u></p> <p><input checked="" type="checkbox"/> Application fee - \$30.00. Please make check payable to the City of Homer.</p> <p><input type="checkbox"/> Lease fee - \$300.00. Please make check payable to the City of Homer.</p>
8.	Financial Data	<p><u>Please indicate lessee's type of business entity:</u></p> <p><input type="checkbox"/> Sole or individual proprietorship.</p> <p><input type="checkbox"/> Partnership.</p> <p><input type="checkbox"/> Corporation.</p> <p><input checked="" type="checkbox"/> Other – Please explain: <u>LLC</u></p> <hr/> <p><input type="checkbox"/> Financial Statement – <u>Please attach a financial statement showing the ability of the lessee to meet the required financial obligations.</u></p> <p><input type="checkbox"/> Surety Information – Has any surety or bonding company ever been required to perform upon your default or the default of any of the principals in you organization holding more than a 10% interest <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement naming the surety or bonding company, date and amount of bond, and the circumstances surrounding the default or performance.</p> <p><input type="checkbox"/> Bankruptcy information - Have you or any of the principals of your organization holding more than a 10% interest ever been declared bankrupt or are presently a debtor in a bankruptcy action? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach a statement indicating state, date, Court having jurisdiction, case number and to amount of assets and debt.</p> <p><input type="checkbox"/> Pending Litigation – Are you or any of the principals of your organization holding more than a 10% interest presently a party to any pending litigation? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. If yes, please attach detailed information as to each claim, cause of action, lien, judgment including dates and case numbers.</p>

9.	Partnership Statement <div style="font-size: 1.5em; font-family: cursive;">N/A LLC</div>	<input type="checkbox"/> <u>If the applicant is a partnership, please provide the following:</u> Date of organization: _____ Type: <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership Statement of Partnership Recorded? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Has partnership done business in Alaska? <input type="checkbox"/> Yes <input type="checkbox"/> No Where _____ When _____ Name, address, and partnership share. If partner is a corporation, please complete corporation statement. <i>Please attach a copy of your partnership agreement.</i>																														
10.	Corporation Statement <div style="font-size: 1.5em; font-family: cursive;">N/A LLC</div>	<input type="checkbox"/> <u>If the applicant is a corporation, please provide the following:</u> Date of Incorporation: _____ State of Incorporation: _____ Is the Corporation authorized to do business in Alaska? <input type="checkbox"/> No <input type="checkbox"/> Yes. Is so, as of what Date? _____ Corporation is held? <input type="checkbox"/> Publicly <input type="checkbox"/> Privately If publicly held, how and where is the stock traded? _____ Officers & Principal Stockholders [10%+]: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Title</th> <th style="text-align: left; border-bottom: 1px solid black;">Address</th> <th style="text-align: left; border-bottom: 1px solid black;">Share</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <input type="checkbox"/> Please furnish a copy of Articles of Incorporation and By-laws. Please furnish name and title of officer authorized by Articles and/or By-laws to execute contracts and other corporate commitments. <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;">Name</th> <th style="text-align: left; border-bottom: 1px solid black;">Title</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Title	Address	Share																	Name	Title								
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11. Applicant References

Please list four persons or firms with whom the Applicant or its owners have conducted business transactions with during the past three years. Two references named shall have knowledge of your financial management history, of which at least one must be your principal financial institution. Two of the references must have knowledge of your business expertise.

Name: Mark & Brenda Edens
Firm: F/U Lady Kay
Title: Captain / Pastor
Address: 41753 Old Sterling Hwy
Telephone: 907 399 6223
Nature of business association with Applicant: Mark's deckhand for 6 yrs. ~~Deck~~. I was

Name: Brad Treim
Firm: _____
Title: Home Owner
Address: 67523 Walter Thomas Rd
Telephone: 512 - 750 - 5432
Nature of business association with Applicant: I remodeled Brad's home in through 2021 winter.

Name: Larry Simpson
Firm: Early's
Title: Friend / Pastor
Address: 448 Klondike Ave
Telephone: 907 299 6207
Nature of business association with Applicant: Friend / I've remodeled parts of Regent fire church under his supervision

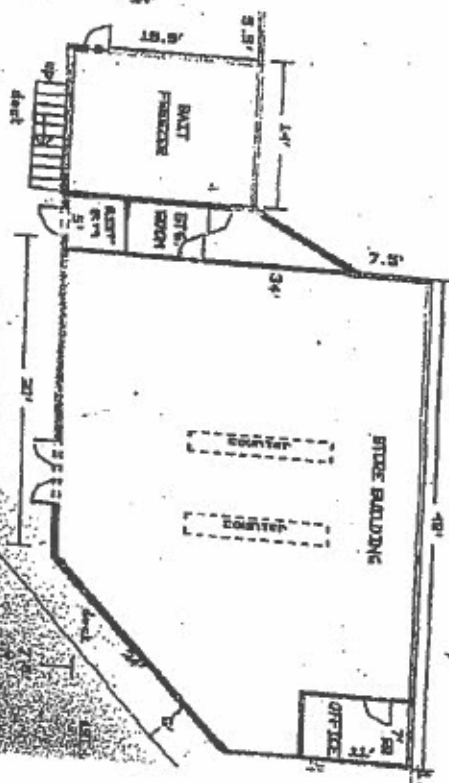
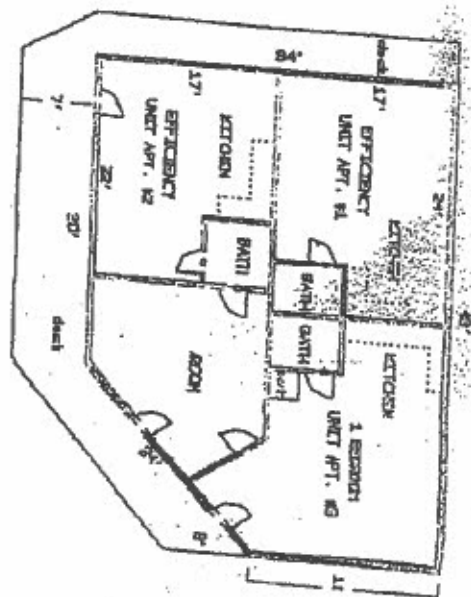
Name: Michelle Volland
Firm: _____
Title: Sister In Law
Address: 56150 Glenn Rd. Homer AK
Telephone: 360 324 9553
Nature of business association with Applicant: I've done residential work for my sister in law on her shop (painting).

I hereby certify that the above information is true and correct to the best of my knowledge.

Signature: _____

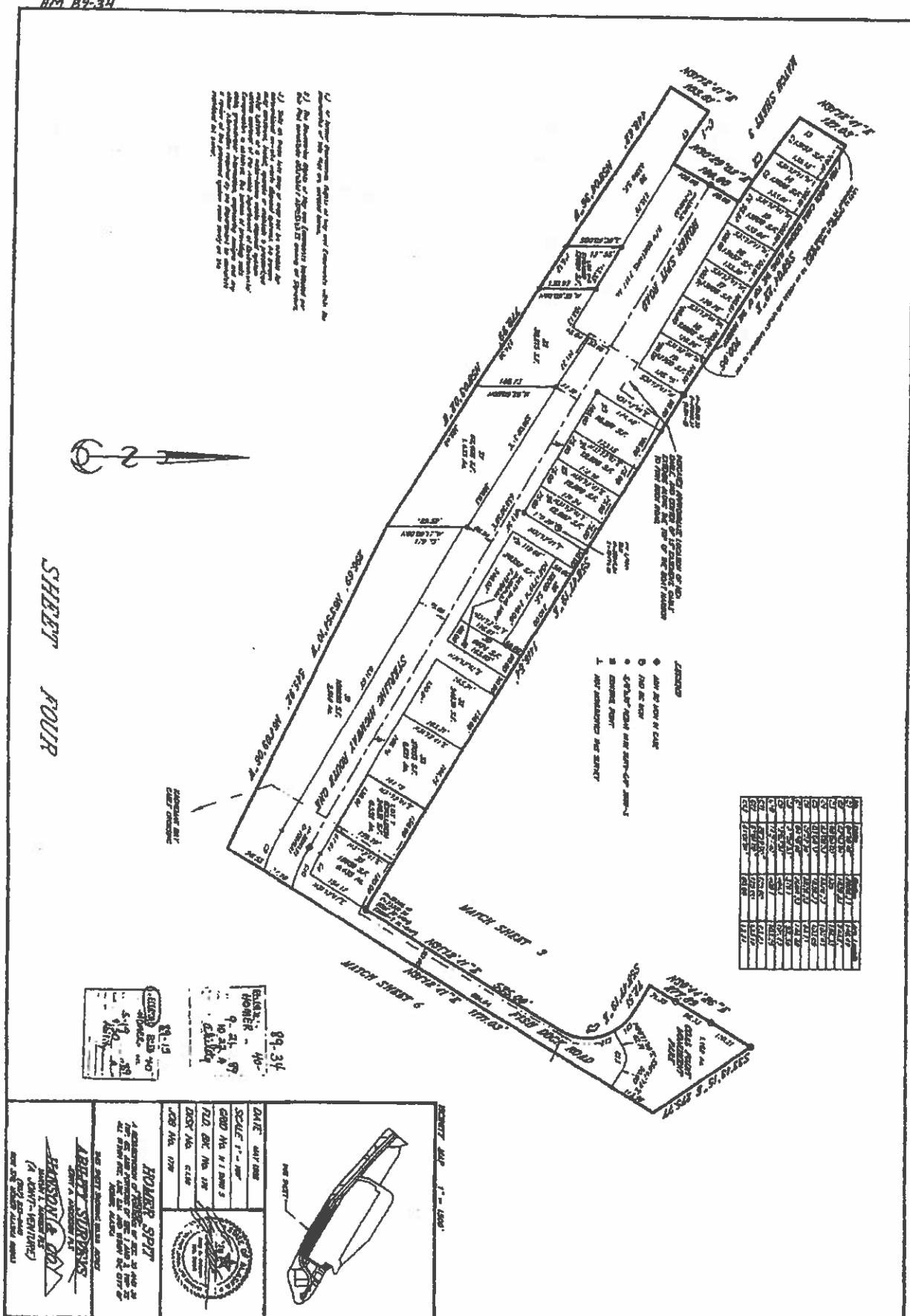
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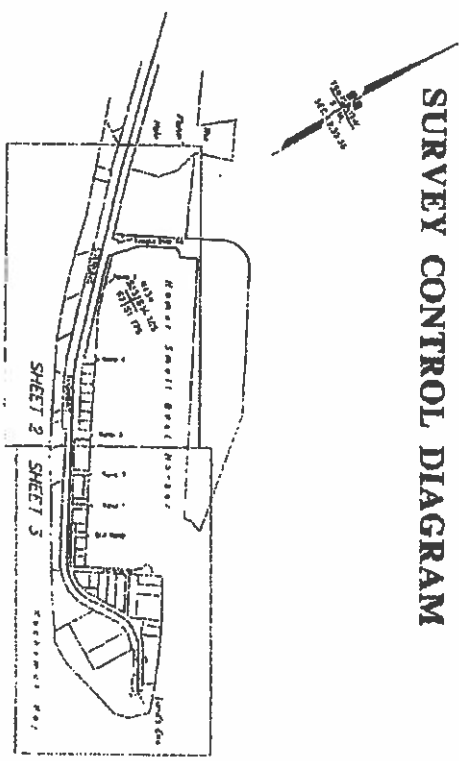
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**PROPOSED HOMER SPIT PATHWAY
SURVEY CONTROL DIAGRAM**



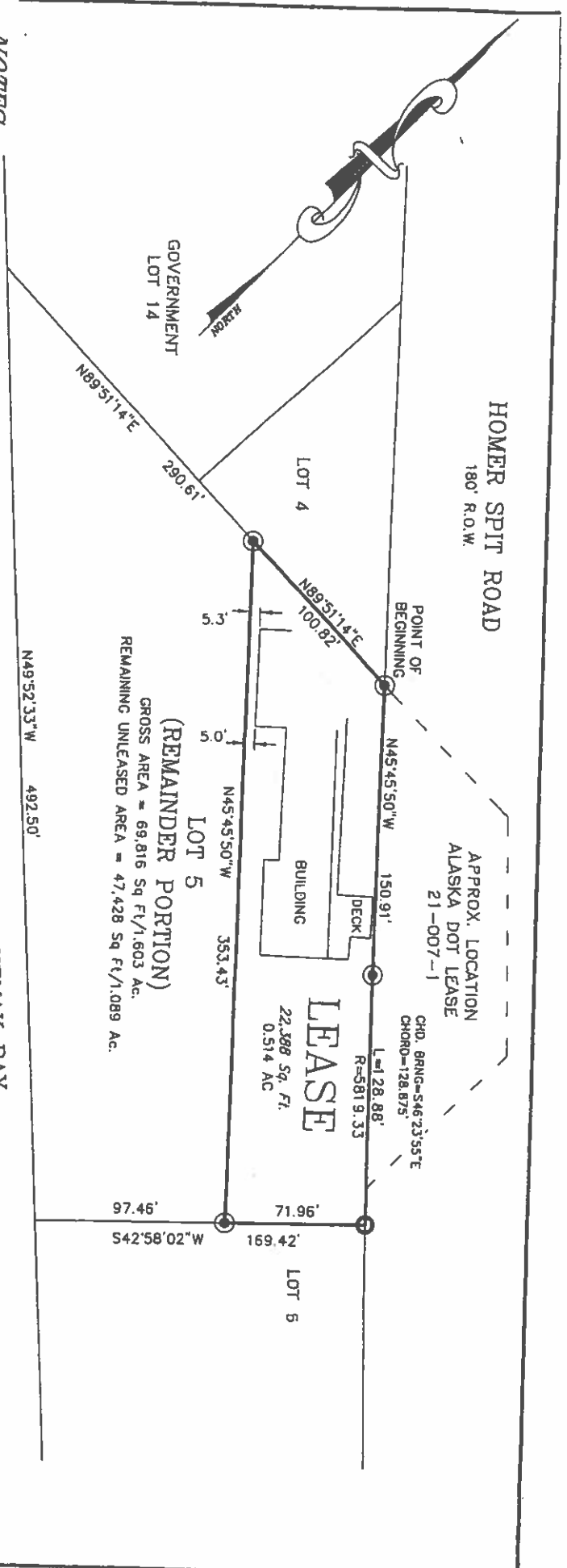
I hereby certify that I am properly Registered and Licensed to practice Law belonging to the State of Texas, and that this country represents a strong point for me as under this representation, and that the respondents above herein actually used in connection with this advertisement and their efforts are directed to the public upon herein.

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BULLKIN SURVEYS
P.O. BOX 780
HOMER, ALASKA 99603
(907) 235-8075

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NOTES

1. THIS IS A GRAPHICAL LEASE LEGAL DESCRIPTION PREPARED TO ACCOMPANY THE WRITTEN LEASE LEGAL DESCRIPTION EXHIBIT
2. A SEPARATE EXHIBIT EXISTS THAT SHOWS SWING TIES TO THE BOUNDARY COMMON TO LOTS 5 AND 6.

LEGEND

- FOUND 5/8" REBAR & 2" ALUM-CAP
- SET 5/8" REBAR & 2" ALUM-CAP



KACHEMAK BAY

DATE	09/10/2010
SCALE	1"=60'
JOB NO.	4406
DRAWING	4473

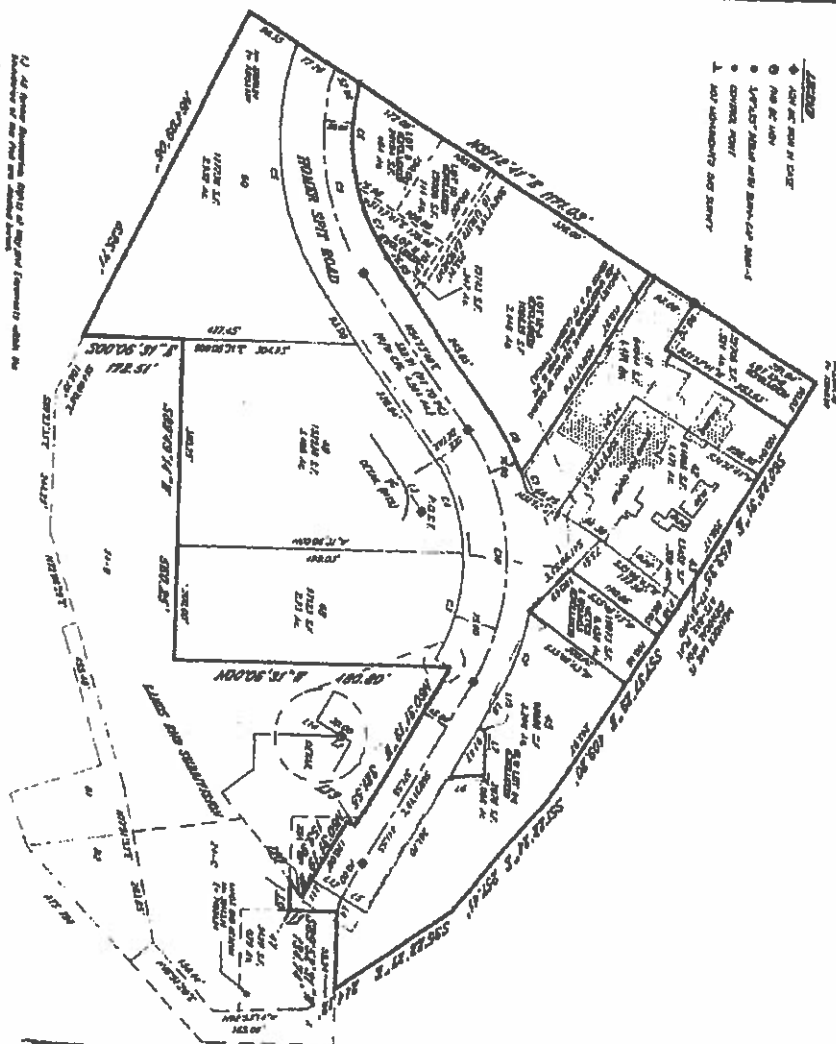
CITY OF HOMER

EXHIBIT D-2

GRAPHICAL LEASE LEGAL DESCRIPTION

A LEASE OF A PORTION OF
LOT 5, HOMER SPIT (AMENDED PLAT NO. 89-34)
WITHIN SE1/4 SECTION 35, T6S, R13W, S.M., CITY OF HOMER
KENAI PENINSULA BOROUGH, HOMER RECORDING DISTRICT, ALASKA

PREPARED BY
ABILITY SURVEYS
GARY NELSON, PLS
(907) 235-8440
152 DEHEL AVE., HOMER ALASKA 99603

[illegible]

SHEET FIVE

DATE	DESCRIPTION	AMOUNT	BALANCE
1/1/71	OPENING BALANCE	100.00	100.00
1/15/71	PAYROLL	25.00	75.00
2/1/71	RENT	50.00	25.00
2/15/71	SALES	75.00	100.00
3/1/71	PAYROLL	25.00	75.00
3/15/71	RENT	50.00	25.00
4/1/71	SALES	75.00	100.00
4/15/71	PAYROLL	25.00	75.00
5/1/71	RENT	50.00	25.00
5/15/71	SALES	75.00	100.00
6/1/71	PAYROLL	25.00	75.00
6/15/71	RENT	50.00	25.00
7/1/71	SALES	75.00	100.00
7/15/71	PAYROLL	25.00	75.00
8/1/71	RENT	50.00	25.00
8/15/71	SALES	75.00	100.00
9/1/71	PAYROLL	25.00	75.00
9/15/71	RENT	50.00	25.00
10/1/71	SALES	75.00	100.00
10/15/71	PAYROLL	25.00	75.00
11/1/71	RENT	50.00	25.00
11/15/71	SALES	75.00	100.00
12/1/71	PAYROLL	25.00	75.00
12/15/71	RENT	50.00	25.00
1/1/72	SALES	75.00	100.00

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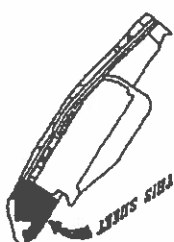
42-68

HOLKER SPIN

1. INVESTMENT OF PROCEEDS OF SALE 2. AND 3. FOR 4. AND 5. FOR 6. AND 7. AND 8. AND 9. AND 10. AND 11. AND 12. AND 13. AND 14. AND 15. AND 16. AND 17. AND 18. AND 19. AND 20. AND 21. AND 22. AND 23. AND 24. AND 25. AND 26. AND 27. AND 28. AND 29. AND 30. AND 31. AND 32. AND 33. AND 34. AND 35. AND 36. AND 37. AND 38. AND 39. AND 40. AND 41. AND 42. AND 43. AND 44. AND 45. AND 46. AND 47. AND 48. AND 49. AND 50. AND 51. AND 52. AND 53. AND 54. AND 55. AND 56. AND 57. AND 58. AND 59. AND 60. AND 61. AND 62. AND 63. AND 64. AND 65. AND 66. AND 67. AND 68. AND 69. AND 70. AND 71. AND 72. AND 73. AND 74. AND 75. AND 76. AND 77. AND 78. AND 79. AND 80. AND 81. AND 82. AND 83. AND 84. AND 85. AND 86. AND 87. AND 88. AND 89. AND 90. AND 91. AND 92. AND 93. AND 94. AND 95. AND 96. AND 97. AND 98. AND 99. AND 100. AND 101. AND 102. AND 103. AND 104. AND 105. AND 106. AND 107. AND 108. AND 109. AND 110. AND 111. AND 112. AND 113. AND 114. AND 115. AND 116. AND 117. AND 118. AND 119. AND 120. AND 121. AND 122. AND 123. AND 124. AND 125. AND 126. AND 127. AND 128. AND 129. AND 130. AND 131. AND 132. AND 133. AND 134. AND 135. AND 136. AND 137. AND 138. AND 139. AND 140. AND 141. AND 142. AND 143. AND 144. AND 145. AND 146. AND 147. AND 148. AND 149. AND 150. AND 151. AND 152. AND 153. AND 154. AND 155. AND 156. AND 157. AND 158. AND 159. AND 160. AND 161. AND 162. AND 163. AND 164. AND 165. AND 166. AND 167. AND 168. AND 169. AND 170. AND 171. AND 172. AND 173. AND 174. AND 175. AND 176. AND 177. AND 178. AND 179. AND 180. AND 181. AND 182. AND 183. AND 184. AND 185. AND 186. AND 187. AND 188. AND 189. AND 190. AND 191. AND 192. AND 193. AND 194. AND 195. AND 196. AND 197. AND 198. AND 199. AND 200. AND 201. AND 202. AND 203. AND 204. AND 205. AND 206. AND 207. AND 208. AND 209. AND 210. AND 211. AND 212. AND 213. AND 214. AND 215. AND 216. AND 217. AND 218. AND 219. AND 220. AND 221. AND 222. AND 223. AND 224. AND 225. AND 226. AND 227. AND 228. AND 229. AND 230. AND 231. AND 232. AND 233. AND 234. AND 235. AND 236. AND 237. AND 238. AND 239. AND 240. AND 241. AND 242. AND 243. AND 244. AND 245. AND 246. AND 247. AND 248. AND 249. AND 250. AND 251. AND 252. AND 253. AND 254. AND 255. AND 256. AND 257. AND 258. AND 259. AND 260. AND 261. AND 262. AND 263. AND 264. AND 265. AND 266. AND 267. AND 268. AND 269. AND 270. AND 271. AND 272. AND 273. AND 274. AND 275. AND 276. AND 277. AND 278. AND 279. AND 280. AND 281. AND 282. AND 283. AND 284. AND 285. AND 286. AND 287. AND 288. AND 289. AND 290. AND 291. AND 292. AND 293. AND 294. AND 295. AND 296. AND 297. AND 298. AND 299. AND 300. AND 301. AND 302. AND 303. AND 304. AND 305. AND 306. AND 307. AND 308. AND 309. AND 310. AND 311. AND 312. AND 313. AND 314. AND 315. AND 316. AND 317. AND 318. AND 319. AND 320. AND 321. AND 322. AND 323. AND 324. AND 325. AND 326. AND 327. AND 328. AND 329. AND 330. AND 331. AND 332. AND 333. AND 334. AND 335. AND 336. AND 337. AND 338. AND 339. AND 340. AND 341. AND 342. AND 343. AND 344. AND 345. AND 346. AND 347. AND 348. AND 349. AND 350.

ALFRED STURGES

THOMPSON & CO.
BANKING & TRADING CO.
(A WHOLESALE-RETAILER)
CITY 215-2445
GET THE MOST FROM YOUR MONEY



Apr. 13. 2021 4:50PM

Alaska Pacific Insurance Agency

No. 0144 P. 1

**Alaska Pacific Insurance Agency Inc.**

912 E. 15th Avenue, #100
Anchorage, AK 99501
info@alaskapacificins.com
Phone: (907) 222-4633
Fax (907) 278-6907

04/13/2021

To Whom It May Concern:

City of Homer

Shawn & Virginia Grimes are in the process of obtaining a quote from our Agency, Alaska Pacific Insurance Agency Inc., for General Liability for the business and Property.

I have collected the necessary information to begin quoting submission.

If you have any questions please let me know.

If you have any question or concerns please feel free to contact me.

*due to high volume of servicing, please give 24 hours to respond.

Thank You,

MS TY ROBERTS

Agent

912 E 15TH AVE #100

ANCHORAGE, AK 99501

P-907-278-6900 #4

F-907-278-6907

LICENSE DETAILS

License #: 2129391

[Print Business License](#)

Business Name: Tackle Shack Co.

Status: Active

Issue Date: 04/13/2021

Expiration Date: 12/31/2022

Mailing Address: PO 15084

55035 Newell Ct.

Homer , AK 99603

Physical Address: 3815 Homer Spit Rd.

Homer, AK 99603

Owners

Shawn Christopher Grimes

Activities

Line of Business	NAICS	Professional License #
42 - Trade	451110 - SPORTING GOODS STORES	
72 - Accommodation and Food Services	721110 - HOTELS (EXCEPT CASINO HOTELS) AND MOTELS	

Endorsements

No Endorsements Found

License Lapse(s)

If this business license lapsed within the last four years the lapsed periods will appear below. Lapsed periods are the unlicensed period between an expiration date and renewal date.

No Lapses on record for the last 4 years.

[Close License Detail](#)

[Print Friendly Version](#)

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

tackle shack co.

PO 15084, 55035 Newell Ct., Homer , AK 99603

owned by

Shawn Christopher Grimes

is licensed by the department to conduct business for the period

April 13, 2021 to December 31, 2022
for the following line(s) of business:

42 - Trade; 72 - Accommodation and Food Services

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.
This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner



Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

White Cap Construction

Po 15084, Homer, AK 99603

owned by

Shawn Christopher Grimes

is licensed by the department to conduct business for the period

November 24, 2020 to December 31, 2022
for the following line(s) of business:

23 - Construction

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.
This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner



GROUND LEASE AND SECURITY AGREEMENT

BETWEEN

CITY OF HOMER, ALASKA

AND

TACKLE SHACK CO., LLC

Dated June 1 2021

GROUND LEASE AND SECURITY AGREEMENT

GROUND LEASE AND SECURITY AGREEMENT (“Lease”) dated as of June 1, 2021, between the CITY OF HOMER, an Alaska municipal corporation (“Landlord”), whose address is 491 East Pioneer Avenue, Homer, Alaska 99603, and Tackle Shack Co. LLC, an Alaskan limited liability company (“Tenant”), whose address is 55035 Newell Ct, Homer, Alaska 99603.

Attached as **Exhibit A** is a schedule naming each owner of Tenant and describing the percentage of ownership of each. Also attached to **Exhibit A** are a certificate of good standing issued by the state under whose laws Tenant is organized, and, if Tenant is a foreign entity, a certificate of authority issued by the State of Alaska. Attached as **Exhibit B** is a true and correct copy of a resolution of Tenant authorizing Tenant to enter into this Lease and authorizing the undersigned individual(s) or officer(s) to execute the Lease on behalf of Tenant.

RECITALS

WHEREAS, Landlord owns certain properties having a strategic location near the waterfront and marine-related public infrastructure; and

WHEREAS, it is the policy of Landlord to retain ownership of these properties, and to make them available for leasing, in order to encourage growth in targeted economic sectors, to insure that Landlord receives the maximum benefit from a large investment in public infrastructure, and to provide land for businesses that require close proximity to the waterfront or infrastructure to operate efficiently and profitably; and

WHEREAS, Landlord has accepted Tenant’s proposal to lease and develop the property leased herein, because Tenant’s proposed use of the property should further Landlord’s goals for the development of Landlord’s properties, and Tenant’s proposal to lease and develop the property is a material inducement to Landlord leasing the property to Tenant; and

NOW, THEREFORE, in consideration of the matters recited above, and the mutual covenants herein, the parties agree as follows:

ARTICLE 1. DEFINITIONS AND ATTACHMENTS

1.01 Definitions. As used herein, the term:

(a) “Additional Rent” includes all amounts defined or referred to in this lease as additional rent, as well as all charges in the nature of rent such as taxes, utilities and insurance, regardless of whether such amounts are due directly to or collectible by Landlord or to a third party under the terms of this Lease or under applicable law and including any of the preceding amounts that Landlord pays to a third party on behalf of Tenant, before or after any event of default.

(b) “Annual Rent Adjustment” and “Annual Rent Adjustment Date” are defined in Section 4.01(b).

(c) “Base Rent” is defined in Section 4.01.

(d) “Complete” and “Completion” mean, with regard to an improvement, that construction of the improvement is finished and the improvement is fully operational and ready for occupancy or use for its intended purpose, including without limitation the issuance of any applicable certificate of occupancy and other applicable permits, licenses, certificates or inspection reports necessary to the improvement’s legally authorized use.

(e) “Council” means the City Council of the City of Homer, Alaska.

(f) “Default Rate” means an annual rate of interest equal to the lesser of (i) the maximum rate of interest for which Tenant may lawfully contract in Alaska, or (ii) ten and one-half percent (10.5%).

(g) “Environmental Laws” means all local, state, and federal laws, ordinances, regulations, and orders related to environmental protection; or the use, storage, generation, production, treatment, emission, discharge, remediation, removal, disposal, or transport of any Hazardous Substance.

(h) “Excusable Delay” means delay due to strikes, acts of God, inability to obtain labor or materials, orders of any governmental authority having jurisdiction, removal of Hazardous Materials discovered at any time after the commencement of the Term, enemy action, civil commotion, fire, unusual inclement weather, unavoidable casualty or similar causes beyond the reasonable control of Tenant.

(i) “Extended Term” is defined in Section 3.05 if this Lease provides for extension at the option of the Tenant.

(j) “Five Year Rent Adjustment” and “Five Year Rent Adjustment Date” are defined in Section 4.01(a).

(k) “Hazardous Substance” means any substance or material defined or designated as hazardous or toxic waste; hazardous or toxic material; hazardous, toxic, or radioactive substance; or other similar term by any federal, state, or local statute, regulation, or ordinance or common law presently in effect or that may be promulgated in the future as such statutes, regulations, and ordinances may be amended from time to time.

(l) “Initial Term” is defined in Section 3.01.

(m) “Lease Ordinance” means such ordinances or other portions and provisions of the Homer City Code as may be enacted from time to time to dictate Landlord’s policies and requirements in leasing real property, currently enacted as Chapter 18.08 of the Homer City Code, as such may be amended, reenacted, supplemented or recodified from time to time, and as used herein the term shall refer to the Lease Ordinance as currently in effect at the time its terms would have operative effect on this Lease.

(n) “Leasehold Mortgage” is defined in Section 13.01.

(o) “Property” is defined in Section 2.01.

(p) “Rent” means Base Rent plus any Additional Rent.

(q) “Qualified Mortgagee” is defined in Section 13.03.

(r) “Required Improvements” is defined in Section 6.02.

(s) “Term” means the Initial Term plus any Extended Term.

1.02 Attachments. The following documents are attached hereto, and such documents, as well as all drawings and documents prepared pursuant thereto and all documents, policies and endorsements delivered hereunder, including without limitation all copies of required insurance policies and/or endorsements, shall be deemed to be a part hereof:

Exhibit “A” Schedule of Organization, Owners, Percentage of Ownership

Exhibit “B” Conformed Copy of Resolution Authorizing Lease and Authorizing Signers to Sign Lease Agreement on Behalf of Tenant

Exhibit “C” Legal Description of Property

Exhibit “D” Tenant’s Lease Proposal

Exhibit “E” Site Plan

Exhibit “F” Required Improvements Floor Plan

Exhibit “G” Permission to Obtain Insurance Policies

ARTICLE 2. THE PROPERTY

2.01 Lease of Property. Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the following described property (the “Property”):

A portion of Lot 5, as shown on the subdivision plat entitled HOMER SPIT filed as amended plat number 89-34, Homer Recording District, State of Alaska, as depicted on **Exhibit C**, containing 22, 388 square feet, more or less, also known as Kenai Peninsula Borough Tax Parcel No. 181-03-105;

subject, however, to reservations, restrictions, easements and encumbrances of record, and to encroachments that may be revealed by an inspection of the Property.

2.02 Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and other charges and performing its other obligations under this Lease shall have quiet enjoyment of the Property during the Term without hindrance or interference by Landlord or by any person claiming an interest in the Property through Landlord.

2.03 Property Accepted “As Is.” Tenant has inspected the Property, has made its own determination as to the suitability of the Property for Tenant’s intended use, and accepts the Property “AS IS.” None of landlord, its agents, or its employees make any warranties, expressed or implied, concerning the condition of the Property, including without limitation the habitability or fitness of the Property for any particular purpose, including those uses authorized by this Lease, or subsurface and soil conditions, including the presence of any Hazardous Substance.

2.04 No Subsurface or Mineral Rights. This Lease does not confer mineral rights, any rights to extract natural resources, or any rights with regard to the subsurface of the Property below the level necessary for the uses of the Property permitted in this Lease, all of which rights are, as between Landlord and Tenant, reserved to Landlord.

ARTICLE 3. TERM

3.01 Lease Term. The term of this Lease is 20 years, commencing on June 1, 2021, and ending on May 31, 2041 (the “Term”).

3.02 Lease Renewal.

(a) Tenant represents and warrants that it has determined that the duration of the Term, including any available Extended Terms, will be sufficient for Tenant to amortize any investment that it makes in connection with this Lease, including without limitation any investment in leasehold improvements, including any Required Improvements as Tenant may be required to develop. Tenant acknowledges that it has no right of any kind to continue using or occupying the Property after the expiration or earlier termination of the Term, including without limitation any option to renew this Lease, or any option to extend the Term other than as may be provided in Section 3.05.

(b) Notwithstanding the preceding subsection (a), not less than 12 months and not more than 18 months before the expiration of the Term, Tenant may apply to Landlord to enter into a new lease for the Property that is exempted from competitive bidding under and pursuant to the Lease Ordinance.

3.03 Surrender of Possession. Upon the expiration or earlier termination of the Term, unless Tenant and Landlord have entered into a new lease for the Property commencing upon the termination of the Term, Tenant shall promptly and peaceably surrender the Property, clean, free of debris, and in as good order and condition as at the commencement of the Term, ordinary wear and tear excepted. If Tenant fails to surrender the Property in the required condition, Landlord may restore the Property to such condition and Tenant shall pay the cost thereof, plus interest at the Default Rate, on demand. Section 6.08 governs the disposition of improvements on the Property at the expiration or earlier termination of the Term.

3.04 Holding Over. Tenant’s continuing in possession of the Property after the expiration or earlier termination of the Term will not renew or extend this Lease. In the absence of any agreement renewing or extending this Lease, Tenant’s continued possession of the Property after the end of the Term will be a tenancy from month to month, terminable upon 30 days written notice by either party at any time, at a monthly rental equal to 150% of the monthly Base Rent in effect at the end of the Term, subject to all other terms of this Lease. For good cause, Landlord may waive all or part of the increase in Base Rent during the holdover period.

3.05. Options to Extend Lease Term.

(a) At its option and in its sole discretion, Tenant may seek to extend the Term for two (2) additional, consecutive five (5) year periods (each an “Extended Term”), provided that:

- (1) Tenant gives Landlord written notice of its exercise of the option not more than one year and not less than 120 days before day the Term would otherwise expire; and
- (2) the City Manager determines that the lessee is in full compliance with the terms of the lease at the time of renewal.

(b) Tenant’s failure to exercise an option to extend the Term in strict compliance with all the requirements in subsection (a) renders that option and all options as to subsequent Extended Terms null and void.

ARTICLE 4. RENT, TAXES, ASSESSMENTS AND UTILITIES

4.01 Base Rent. Tenant shall pay to Landlord an initial annual rent of \$4925.46 (as such may later be adjusted per the terms of this Lease, the “Base Rent”). Base Rent is payable monthly in advance in installments of \$410.46, plus sales and all other taxes Landlord is authorized or obligated to collect on such transactions, on June 1 2021, and on the 1st day of each month thereafter, at the office of the City of Homer, 491 East Pioneer Avenue, Homer, Alaska 99603-7645, or at such other place as Landlord may designate in writing. All Base Rent shall be paid without prior demand or notice and without deduction or offset. Base Rent that is not paid on or before the due date will bear interest at the Default Rate. Base Rent is subject to adjustment as provided in Section 4.02.

4.02 Rent Adjustments.

(a) **Five-Year Appraised Rent Adjustments.** Starting on January 1, 2024, and in every fifth year thereafter, Landlord will obtain an appraisal by a qualified real estate appraiser of the fair rental value of the Property as if privately owned in fee simple, excluding the value of alterations, additions or improvements (other than utilities) made by Tenant (or by Tenant’s predecessors under the Lease, if Tenant is party to this Lease by assignment). Following receipt of each such appraisal, the Base Rent will be adjusted (the “Five Year Rent Adjustment”), effective on the anniversary of the commencement of the term (each such date is a “Five Year Rent Adjustment Date”), to an amount equal to the greater of (1) the area of the Property in square feet, multiplied by the fair rental value per square foot determined by the appraisal, and (2) the Base Rent in effect immediately before the Five Year Rent Adjustment Date. The Base Rent as adjusted on a Five Year Rent Adjustment Date thereafter shall be the Base Rent.

(b) **Annual Rent Adjustments.** In addition to the rent adjustments under Section 4.02(a), the Base Rent also shall be adjusted annually (the “Annual Rent Adjustment”), effective on the anniversary of the commencement of the term in every year without a Five Year Rate Adjustment (each such date is an “Annual Rent Adjustment Date”), by the increase, if any, for the previous year in the cost of living as stated in the Consumer Price Index, All Urban Consumers, Anchorage, Alaska Area, All Items 2000 – present = 100 (“CPI-U”), as published by the United States Department of Labor, Bureau of Labor Statistics most recently before the Annual Rent Adjustment Date. If the CPI-U is revised or ceases to be published, Landlord instead shall use such revised or other index, with whatever adjustment in its application is necessary, to most nearly approximate in Landlord’s judgment the CPI-U for the relevant period.

4.03 Taxes, Assessments and Other Governmental Charges. Tenant shall pay prior to delinquency all taxes, installments of assessments that are payable in installments and other governmental charges lawfully levied or assessed upon or with respect to the Property, improvements on the Property and personal property that is situated on the Property; provided that Tenant may contest in good faith any such tax, assessment or other governmental charge without subjecting the Property to lien or forfeiture. If an assessment on the Property that is not payable in installments becomes due during the Term, Tenant shall be obligated to pay the fraction of the assessment that is determined by dividing the number of years remaining in the Term by 10. If the Term of this Lease is subsequently extended renewed (i.e. if Tenant and Landlord later enter into a new lease without putting the Property out for competitive bidding as referenced in Section 2.02), then the part of the assessment that Tenant shall be liable for shall be determined by adding the extended or renewal term to the number of years remaining in the Term when the assessment became due. If the Term commences or expires during a tax year, the taxes or assessments payable for that year will be prorated between Landlord and Tenant. Tenant shall exhibit to Landlord, on demand, receipts evidencing payment of all such taxes, assessments and other

governmental charges. Any taxes, installments of assessments on the Property that are due to or collectible by Landlord, or for which Landlord becomes liable that are attributable to any portion of the Term, shall be Additional Rent.

4.04 Utility Charges. Tenant shall pay all charges for utility and other services provided to or used on the Property, including without limitation gas, heating oil, electric, water, sewer, heat, snow removal, telephone, internet service and refuse removal. Tenant shall be solely responsible for the cost of utility connections. Any of the preceding due to or collectible by Landlord shall be Additional Rent.

4.05 Tenant to Pay for City Services. Tenant shall pay for all services provided by the City of Homer that are related to the use or operation of the Property, improvements thereon and Tenant's activities thereon, at the rates established by the City of Homer from time to time for such services, including without limitation wharfage, crane use, ice, and other Port and Harbor services. Tenant shall provide the City of Homer with the information necessary to determine the amount of service charges owed, keep written records of such information for not less than two years after such charges are due, and, upon request, make such records available to the City of Homer for inspection and audit.

4.06 Additional Rent and Landlord's Right to Cure Tenant's Default. All costs or expenses that Tenant is required to pay under this Lease at Landlord's election will be treated as Additional Rent, and Landlord may exercise all rights and remedies provided in this Lease in the event of nonpayment. If Tenant defaults in making any payment required of Tenant or defaults in performing any term, covenant or condition of this Lease that involves the expenditure of money by Tenant, Landlord may, but is not obligated to, make such payment or expenditure on behalf of Tenant, and any and all sums so expended by Landlord, with interest thereon at the Default Rate from the date of expenditure until repaid, will be Additional Rent and shall be repaid by Tenant to Landlord on demand, provided, however, that such payment or expenditure by Landlord will not waive Tenant's default, or affect any of Landlord's remedies for such default.

4.07 Security Deposit. Upon execution of this Lease, and in addition to any other security or credit support provided by or for the benefit of Tenant in entering into this Lease, Tenant shall deposit with Landlord an amount equal to 10% of the annual Base Rent as security for Tenant's performance of its obligations under this Lease. Landlord may commingle the security deposit with other funds of Landlord, and its obligations with respect to such security deposit shall only be as a debtor and not as a trustee or fiduciary. If Tenant defaults in performing any obligation under this Lease, including without limitation the payment of rent, Landlord may apply all or any portion of the security deposit to the payment of any sum in default or any damages suffered by Landlord as result of the default, or any sum that Landlord may be required to incur by reason of the default. Upon demand, Tenant shall deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the Term.

ARTICLE 5. SECURITY INTEREST

To secure the performance of Tenant's obligations under this Lease, including without limitation the obligations to pay rent and other sums to be paid by Tenant, Tenant grants to Landlord a lien and security interest in the following collateral: ("Collateral"): (1) all security deposits or other monies owing from Landlord to Tenant (as collateral in the possession of the secured party); (2) all insurance proceeds from any policy insuring the Property or improvements thereon; (3) all compensation payable to Tenant as a result of eminent domain proceedings or a transfer in lieu thereof; (4) all rents from Tenant's subletting of all or a part of the Property; and (5) all improvements on the Property, including any Required Improvements. Said lien and security interest will be in addition to Landlord's liens provided by law.

This Lease shall constitute a mortgage by Tenant as mortgagor of all right, title and interest of Tenant in and to any and all improvements on the Property, including any Required Improvements, in favor of Landlord as mortgagee, and the recorded memorandum of this Lease shall reference Landlord as mortgagee of such improvements. In addition, Tenant shall execute, such financing statements and other instruments as Landlord may now or hereafter reasonably request to evidence the liens, mortgages and security interests granted by Tenant hereunder, including any deed of trust pertaining to additions, alterations and improvements on the Property. This Lease also constitutes a security agreement under the Uniform Commercial Code as enacted in Alaska ("UCC"), and Landlord will have all rights and remedies of a secured party under the UCC regarding the Collateral.

ARTICLE 6. USE AND IMPROVEMENT OF PROPERTY

6.01 Use of Property. Tenant shall use and, if applicable, improve the Property only in the manner described in Tenant's proposal or application for the Property as more fully set forth on **Exhibit D**. Tenant's undertaking to use and, if applicable, improve the Property as described on Exhibit D is a material inducement to Landlord leasing the Property to Tenant, and Tenant shall not use or improve the Property for any purpose other than as described on Exhibit D without Landlord's written consent, which consent Landlord may withhold in its sole discretion.

6.02 Required Improvements. Tenant shall, at Tenant's sole expense, construct, and at all times during the Term keep and maintain as the minimum development on the Property the Required Improvements as described on Exhibit D and as depicted more specifically in the site plan and floor plans in **Exhibit E** and **Exhibit F**, respectively. If the Required Improvements are not in place at the commencement of the Term, Tenant shall commence construction of the Required Improvements within one year after the date of commencement of the Term, prosecute the construction of the Required Improvements with diligence, and Complete construction of the Required Improvements within one additional year.

6.03 Construction Prerequisites. Tenant may not commence any construction on the Property, including without limitation construction of the Required Improvements, without first satisfying the following conditions:

(a) Not less than thirty (30) days before commencing construction, Tenant shall submit to Landlord preliminary plans and specifications, and an application for a City of Homer zoning permit, for the construction, showing the layout of proposed buildings and other improvements, ingress and egress, dimensions and locations of utilities, drainage plans, and any other information required for the zoning permit or other required permits. The preliminary plans and specifications are subject to Landlord's approval, which will not be unreasonably withheld, as well as all specific requirements for the issuance of any permits or zoning variances. Landlord shall communicate approval or disapproval in the manner provided for notices hereunder, accompanying any disapproval with a statement of the grounds therefor. Tenant shall be responsible for complying with all laws governing the construction, including any specific requirements for the issuance of any permits or zoning variances, notwithstanding Landlord's approval of preliminary plans and specifications under this paragraph.

(b) Not less than fifteen (15) days before commencing construction, Tenant shall deliver to Landlord one complete set of final working plans and specifications as approved by the governmental agencies whose approval is required for Tenant to commence construction. The final working plans and specifications shall conform substantially to the preliminary plans and specifications previously approved by Landlord, subject to changes made to comply with suggestions, requests or requirements of a governmental agency or official in connection with the application for permit or approval.

(c) Not less than five (5) days before commencing construction, Tenant shall give Landlord written notice of its intent to commence construction, and furnish to Landlord the following:

- (1) Proof that all applicable federal, state and local permits required for the construction have been obtained.
- (2) For construction, alteration or restoration of Required Improvements, a current certificate of insurance with the coverages specified in Section 9.04(c).

6.04 Extensions of Time for Completion of Required Improvements. Landlord shall grant an extension of the time to Complete the Required Improvements for a period of time equal to the duration of an Excusable Delay, upon Tenant's written request describing the nature of the Excusable Delay, provided Tenant has commenced construction in a timely manner and is proceeding diligently to Complete construction.

6.05 Additional and Replacement Improvements.

(a) Construction of alterations, additions improvements that are not consistent with terms of this Lease or the proposed uses for the Property set forth on Exhibit D is prohibited unless the improvements are authorized by an amendment to this Lease approved by the Council via resolution.

(b) Subject to Section 6.05(a), upon satisfying the conditions in section 6.03, Tenant at any time may, but is not obligated to, construct new improvements on the Property and demolish, remove, replace, alter, relocate, reconstruct or add to existing improvements; provided that Tenant is not then in default under this Lease and provided further that Tenant continuously maintains on the Property the Required Improvements, or their equivalent of equal or greater value. Once any work is begun, Tenant shall with reasonable diligence prosecute to Completion all construction of improvements, additions, alterations, or other work. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

6.06 As-Built Survey. Within 30 days after Completion of construction of any improvements on the Property involving construction, alteration, addition, removal or demolition of the foundation, structure, utility services, ingress and egress, or any major changes of all or any part of any structure or improvement on the Property, Tenant shall provide Landlord with three copies of an as-built survey of the Property prepared by a registered professional surveyor, showing the location of all improvements on the Property, including underground utilities, pipelines and pre-existing improvements. Tenant shall accompany the as-built survey with a description of all changes from the approved plans or specifications made during the course of the work.

6.07 Ownership of Improvements. Other than the Required Improvements, any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property by Tenant will be and remain the property of Tenant at all times during the Term and may be removed or replaced by Tenant during the Term, subject to the provisions Section 6.08.

6.08 Disposition of Improvements at End of Term.

(a) Unless excepted by operation of the following subsection (b), any and all buildings, fixtures and improvements of any nature whatsoever constructed or maintained on the Property become the property of Landlord upon expiration or earlier termination of the Term.

(b) One year before the expiration of the Term, the Landlord and Tenant shall determine if the buildings, fixtures and improvements constructed or maintained on the Property,

including the Required Improvements, are structurally sound and in good condition. If such buildings, fixtures and improvements constructed or maintained on the Property are structurally sound and in good condition, Tenant shall leave such improvements intact with all components, including without limitation doors, windows, and plumbing, electrical and mechanical fixtures and systems, in good condition and ready for use or occupancy, upon expiration of the Term, and Tenant shall execute, acknowledge, and deliver to Landlord a proper instrument in writing releasing and quitclaiming to Landlord all of Tenant's interest in such buildings, fixtures and improvements. Tenant shall be obligated to and shall remove, prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property that are not structurally sound and in good condition, and Landlord shall not have or obtain any ownership interest in such buildings, fixtures and improvements by reason of this Lease.

(c) If Landlord terminates this Lease because of a default by Tenant prior to the expiration of the Term, any buildings, fixtures and improvements constructed or maintained on the Property shall, at Landlord's option, become the property of Landlord, which may use or dispose of them in its sole discretion. If Landlord elects not to obtain ownership of such buildings, fixtures and improvements under the preceding sentence or elects to remove any of such buildings, fixtures or improvements for any reason, Tenant shall be obligated to and shall remove such buildings, fixtures or improvements.

(d) Tenant shall notify Landlord before commencing the removal of an improvement as required under the preceding subsections (b) and/or (c) and coordinate the removal work with Landlord. Once Tenant commences the removal work, Tenant shall prosecute the removal with reasonable diligence to Completion and shall repair all damages to the Property caused by such removal no later than the expiration of the Term. All salvage resulting from such work will belong to Tenant, who is responsible for its removal and lawful disposal.

(e) If Tenant fails to remove any improvements from the Property that Tenant is required to remove under and per the terms of the preceding subsections (b), (c) and/or (d), Tenant shall pay Landlord the costs that Landlord incurs in removing and disposing of the improvements and repairing damages to the Property caused by such removal.

ARTICLE 7. CARE AND USE OF THE PROPERTY

7.01 Maintenance of the Property. Tenant at its own cost and expense shall keep the Property and all buildings and improvements that at any time may be situated thereon in a clean, safe and orderly condition, and in good repair at all times during the Term.

7.02 Repair of Improvements.

(a) Except as provided in Section 7.02(b), in the event any buildings or improvements situated on the Property by Tenant are damaged or destroyed by fire, earthquake, tsunami, or other casualty, Tenant shall at Tenant's expense restore the same to good and tenantable condition or shall remove the same as soon as is reasonably possible, but in no event may the period of restoration exceed 18 months nor may the period of removal exceed 45 days.

(b) Unless Tenant is excused from the obligation under this paragraph, if the Required Improvements or any part thereof are damaged or destroyed by fire, earthquake, tsunami, or other casualty, rendering the Required Improvements totally or partially inaccessible or unusable, Tenant shall at Tenant's expense restore the Required Improvements to substantially the same condition as they were in immediately before such damage, provided that:

- (1) if the cost of repairing or restoring the Required Improvements, less any available insurance proceeds not reduced by applicable deductibles and coinsurance, exceeds

10% of the replacement cost of the Required Improvements, then Tenant may terminate this Lease by giving notice to Landlord of Tenant's election to terminate within 15 days after determining the restoration cost and replacement cost, and this Lease shall terminate as of the date of such notice;

- (2) if the repair or restoration of the Required Improvements would be contrary to law, either party may terminate this Lease immediately by giving notice to the other party; or
- (3) if such damage or casualty to the Required Improvements occurs within three years before the end of the Term, Tenant may, in lieu of restoring or replacing the Required Improvements, terminate this Lease by giving written notice of termination to Landlord within 120 days after such damage or casualty.

Nothing in this paragraph relieves Tenant of the obligation to surrender the Property upon the expiration or earlier termination of the Term in the condition required by Section 3.03.

7.03 Nuisances Prohibited. Tenant at all times shall keep the Property in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; junk, abandoned or discarded property, including without limitation vehicles, equipment, machinery or fixtures; and litter, rubbish or trash. Tenant shall not use the Property in any manner that will constitute waste or a nuisance. Landlord, at Tenant's expense and without any liability to Tenant, may remove or abate any such junk, abandoned or discarded property, litter, rubbish or trash, or nuisance on the Property after 15 days written notice to Tenant, or after (4) four hour notice to Tenant in writing, by telephone, facsimile or in person if Landlord makes a written finding that such removal or abatement is required to prevent imminent harm to public health, safety or welfare. Tenant shall pay Landlord all the costs of such removal, plus interest at the Default Rate, as Additional Rent under this Lease. This section does not limit or waive any other remedy available to the City of Homer to abate any nuisance or for the violation of the Homer City Code.

7.04 Compliance with Laws. Tenant's improvement and use of the Property shall comply with all governmental statutes, ordinances, rules and regulations, including without limitation the City of Homer Zoning Code and all applicable building codes, now or hereafter in effect.

7.05 Liens. Except as provided in Article 13, Tenant may not permit any lien, including without limitation a mechanic's or materialman's lien, to be recorded against the Property. If any such lien is recorded against the Property, Tenant shall cause the same to be removed; provided that Tenant may in good faith and at Tenant's own expense contest the validity of any such lien without subjecting the Property to foreclosure, and in the case of a mechanic's or materialman's lien, if Tenant has furnished the bond required in A.S. 34.35.072 (or any comparable statute hereafter enacted providing for a bond freeing the Property from the effect of such a lien claim). Tenant shall indemnify and save Landlord harmless from all liability for damages occasioned by any such lien, together with all costs and expenses (including attorneys' fees) incurred by Landlord in negotiating, settling, defending, or otherwise protecting against such lien and shall, in the event of a judgment of foreclosure of the lien, cause the same to be discharged and removed prior to any attempt at execution of such judgment.

7.06 Radio Interference. Upon Landlord's request, Tenant shall discontinue the use on the Property of any source of electromagnetic radiation that interferes with any government operated transmitter, receiver, or navigation aid until the cause of the interference is eliminated.

7.07 Signs. Tenant may only erect signs on the Property that comply with state and local sign laws and ordinances. City Planning Department approval is required prior to the erection of any sign on the Property.

7.08 Garbage Disposal. Tenant shall keep any garbage, trash, rubbish or other refuse in industry standard containers until removed, and cause all garbage, trash, rubbish or other refuse on the Property to be collected and transported to a Kenai Peninsula Borough solid waste facility or transfer station at least once a week. Tenant may not place garbage, trash, rubbish or other refuse from the Property in Landlord's garbage disposal facilities on the Homer Spit or any other public facility.

7.09 Access Rights of Landlord. Landlord's agents and employees shall have the right, but not the obligation, to enter the Property at all reasonable times to inspect the use and condition of the Property; to serve, post or keep posted any notices required or allowed under the provisions of this Lease, including notices of non-responsibility for liens; and to do any act or thing necessary for the safety or preservation of the Property.

ARTICLE 8. ASSIGNMENT AND SUBLEASE

8.01 Assignment or Sublease Absent Consent is Void.

(a) Tenant shall not assign or sublease its interest in this Lease or in the Property without compliance with applicable provisions of the Lease Ordinance, including applying for and receiving consent of Council, and any attempted assignment or sublease absent such compliance is and shall be null and void and of no effect and, at Landlord's election, will constitute an event of default hereunder.

(b) If Tenant seeks to assign or sublease its interest in this Lease or in the Property, in addition to compliance with applicable provisions of the Lease Ordinance, Tenant shall request consent of Council to such assignment or sublease in writing at least 30 days prior to the effective date of the proposed assignment or sublease, accompanied by a copy of the proposed assignment or sublease. If Tenant subleases any portion of the Property, Tenant shall be assessed Additional Rent equal to 10% of the current Base Rent for the subleased area.

(c) No consent to any assignment or sublease waives Tenant's obligation to obtain Landlord's consent to any subsequent assignment or sublease. An assignment of this Lease shall require the assignee to assume the Tenant's obligations hereunder, and shall not release Tenant from liability hereunder unless Landlord specifically so provides in writing.

8.02. Events that Constitute an Assignment. If Tenant is a partnership or limited liability company, a withdrawal or change, voluntary, involuntary or by operation of law, of one or more partners or members owning 25% or more of the entity, or the dissolution of the entity, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance. If Tenant is a corporation, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or other transfer of a controlling percentage of the capital stock of Tenant, or the sale of 25% of the value of the assets of Tenant, will be deemed an assignment to the Tenant as reconstituted, subject to Section 8.01 and the Lease Ordinance; provided that if Tenant is a corporation the stock of which is traded through an exchange or over the counter, a sale or other transfer of a controlling percentage of the capital stock of Tenant will not constitute such an assignment. The phrase "controlling percentage" means the ownership of, and the right to vote, stock possessing at least 25% of the total combined voting power of all classes of Tenant's capital stock issued, outstanding and entitled to vote for the election of directors.

8.03. Costs of Landlord's Consent to be Borne by Tenant. As a condition to Landlord's consent to any assignment or sublease under section 8.01 and the Lease Ordinance, Tenant shall pay Landlord's reasonable costs, including without limitation attorney's fees and the expenses of due diligence inquiries, incurred in connection with any request by Tenant for Landlord's consent to the assignment or sublease.

ARTICLE 9. LIABILITY, INDEMNITY AND INSURANCE

9.01 Limitation of Landlord Liability. Landlord, its officers and employees shall not be liable to Tenant for any damage to the Property or the buildings and improvements thereon, or for death or injury of any person or damage to any property, from any cause; however, this provision shall not affect the liability of Landlord, its officers and employees on any claim to the extent the claim arises from their negligence or willful misconduct.

9.02 Indemnity Generally. Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from all claims arising from death or injury of any person or damage to any property occurring in or about the Property; however, this provision shall not apply to any claim to the extent the claim arises from the sole negligence or willful misconduct of Landlord, its officers and employees.

9.03 Indemnity for Emergency Service Costs. Without limiting the generality of Section 9.02, in the event of a major fire or other emergency, Tenant shall reimburse Landlord for the cost of providing fire-fighting and other emergency service to Tenant, the Property or at any other location where the fire or emergency requiring response arises from or is related to the use of the Property or Tenant's operations. For purposes of this section, a major fire or other emergency is one that requires more than five man-hours of effort by the City of Homer Fire Department.

9.04 Insurance Requirements.

(a) Without limiting Tenant's obligations to indemnify under this Lease, Tenant at its own expense shall maintain in force such policies of insurance with a carrier or carriers reasonably satisfactory to Landlord and authorized to conduct business in the state of Alaska, as Landlord may reasonably determine are required to protect Landlord from liability arising from Tenant's activities under this Lease, including the minimum insurance requirements set forth for tenants under the Lease Ordinance. Landlord's insurance requirements in the Lease Ordinance (or any superseding policy permitted under the Lease Ordinance) specify only the minimum acceptable coverage and limits, and if Tenant's policy contains broader coverage or higher limits, Landlord shall be entitled to such coverage to the extent of such higher limits.

(b) Without limiting the generality of the foregoing, Tenant shall maintain in force at all times during the Term the following minimum policies of insurance:

- (1) Comprehensive general liability insurance with limits of liability not less than a combined single limit for bodily injury and property damage of \$1,000,000 each occurrence and \$2,000,000 aggregate. This insurance shall also be endorsed to provide contractual liability insuring Tenant's obligations to indemnify under this Lease.
- (2) Comprehensive automobile liability covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 occurrence combined single limit for bodily injury and property damage.
- (3) Workers' compensation insurance as required by AS 23.30.045. This coverage shall include employer's liability protection not less than \$1,000,000 per person, \$1,000,000 per occurrence. Where applicable, coverage for all federal acts (i.e. U.S. Longshoremen and Harbor Worker's Compensation and Jones Acts) shall also be included. The workers' compensation insurance shall contain a waiver of subrogation clause in favor of Landlord.

- (4) Based on the authorized uses of the Property stated in Section 6.01, environmental insurance is not required. However, if Tenant uses the Property, with or without authorization from the Landlord, for purposes other than those stated in paragraph Section 6.01, if Landlord so elects, and within 10 days after Landlord gives notice of such election, Tenant shall procure and at all times thereafter maintain, at its expense, environmental remediation and environmental impairment liability, including sudden and accidental coverage, gradual pollution coverage, and clean-up cost coverage associated with any activity by Tenant or others on, from, or related to the Property, with coverage limits not less than \$1,000,000 for any one accident or occurrence. Coverage shall extend to loss arising as a result of the work or services or products furnished, used or handled in connection with Tenant's operations contemplated under this Lease.
- (5) Property insurance covering the Required Improvements described in Section 6.02 in an amount not less than full replacement cost of the Required Improvements. This policy shall include boiler and machinery coverage.
- (c) During any construction of the Required Improvements and during any subsequent alteration or restoration of the Required Improvements at a cost in excess of \$250,000 per job, Tenant shall maintain builder's risk insurance in an amount equal to the completed value of the project.
- (d) Tenant shall furnish Landlord with certificates evidencing the required insurance not later than the date as of which this Lease requires the insurance to be in effect, and the provision of any such certificates due at or prior to the commencement of the Term shall be a condition precedent to the commencement of the Term. The certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire, and limits of liability will not be reduced, without at least 30 days' prior written notice to Landlord. Landlord shall be named as an additional insured under all policies of liability insurance required of Tenant. Landlord's acceptance of a deficient certificate of insurance does not waive any insurance requirement in this Lease. Tenant also shall grant Landlord permission to obtain copies of insurance policies from all insurers providing required coverage to Tenant by executing and delivering to Landlord such authorizations substantially in the form of **Exhibit G** as Landlord may request.

ARTICLE 10. ENVIRONMENTAL MATTERS

10.01 Use of Hazardous Substances. Tenant shall not cause or permit the Property to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process any Hazardous Substance, except as is necessary or useful to Tenant's authorized uses of the Property stated in Section 6.01, and only in compliance with all applicable Environmental Laws. Any Hazardous Substance permitted on the Property as provided in this section, and all containers therefor, shall be handled, used, kept, stored and disposed of in a manner that complies with all applicable Environmental Laws, and handled only by properly trained personnel.

10.02 Prevention of Releases. Tenant shall not cause or permit, as a result of any intentional or unintentional act or omission on the part of Tenant or any of its agents, employees, contractors, tenants, subtenants, invitees or other users or occupants of the Property, a release of any Hazardous Substance onto the Property or onto any other property.

10.03 Compliance with Environmental Laws. Tenant at all times and in all respects shall comply, and will use its best efforts to cause all tenants, subtenants and other users and occupants of the Property to comply, with all Environmental Laws, including without limitation the duty to undertake the following specific actions: (i) Tenant shall, at its own expense, procure, maintain in

effect and comply with all conditions of, any and all permits, licenses and other governmental and regulatory approvals required by all Environmental Laws, including without limitation permits required for discharge of (appropriately treated) Hazardous Substances into the ambient air or any sanitary sewers serving the Property; and (ii) except as discharged into the ambient air or a sanitary sewer in strict compliance with all applicable Environmental Laws, all Hazardous Substances from or on the Property to be treated and/or disposed of by Tenant will be removed and transported solely by duly licensed transporters to a duly licensed treatment and/or disposal facility for final treatment and/or disposal (except when applicable Environmental Laws permit on-site treatment or disposal in a sanitary landfill).

10.04 Notice. Tenant shall promptly give Landlord (i) written notice and a copy of any notice or correspondence it receives from any federal, state or other government agency regarding Hazardous Substances on the Property or Hazardous Substances which affect or will affect the Property; (ii) written notice of any knowledge or information Tenant obtains regarding Hazardous Substances or losses incurred or expected to be incurred by Tenant or any government agency to study, assess, contain or remove any Hazardous Substances on or near the Property, and (iii) written notice of any knowledge or information Tenant obtains regarding the release or discovery of Hazardous Substances on the Property.

10.05 Remedial Action. If the presence, release, threat of release, placement on or in the Property, or the generation, transportation, storage, treatment or disposal at the Property of any Hazardous Substance (i) gives rise to liability (including but not limited to a response action, remedial action or removal action) under any Environmental Law, (ii) causes a significant public health effect, or (iii) pollutes or threatens to pollute the environment, Tenant shall, at its sole expense, promptly take any and all remedial and removal action necessary to clean up the Property and mitigate exposure to liability arising from the Hazardous Substance, whether or not required by law.

10.06 Indemnification. Subject to Section 10.09, Tenant shall indemnify, defend, and hold harmless Landlord, its officers and employees from and against any and all claims, disbursements, demands, damages (including but not limited to consequential, indirect or punitive damages), losses, liens, liabilities, penalties, fines, lawsuits and other proceedings and costs and expenses (including experts', consultants' and attorneys' fees and expenses, and including without limitation remedial, removal, response, abatement, cleanup, legal, investigative and monitoring costs), imposed against Landlord, arising directly or indirectly from or out of, or in any way connected with (i) the failure of Tenant to comply with its obligations under this Article; (ii) any activities on the Property during Tenant's past, present or future possession or control of the Property which directly or indirectly resulted in the Property being contaminated with Hazardous Substances; (iii) the discovery of Hazardous Substances on the Property whose presence was caused during the possession or control of the Property by Tenant; (iv) the clean-up of Hazardous Substances on the Property; and (v) any injury or harm of any type to any person or damage to any property arising out of or relating to Hazardous Substances on the Property or from the Property on any other property. The liabilities, losses, claims, damages, and expenses for which Landlord is indemnified under this section shall be reimbursable to Landlord as and when the obligation of Landlord to make payments with respect thereto are incurred, without any requirement of waiting for the ultimate outcome of any litigation, claim or other proceeding, and Tenant shall pay such liability, losses, claims, damages and expenses to Landlord as so incurred within 10 days after notice from Landlord itemizing in reasonable detail the amounts incurred (provided that no itemization of costs and expenses of counsel to Landlord is required where, in the determination of Landlord, such itemization could be deemed a waiver of attorney-client privilege).

10.07 Survival of Obligations. The obligations of Tenant in this Article, including without limitation the indemnity provided for in Section 10.06, are separate and distinct obligations from

Tenant's obligations otherwise provided for herein and shall continue in effect after the expiration of the Term.

10.08 Claims against Third Parties. Nothing in this Article shall prejudice or impair the rights or claims of Tenant against any person other than Landlord with respect to the presence of Hazardous Substances as set forth above.

10.09 Extent of Tenant's Obligations. Tenant's obligations under this Article apply only to acts, omissions or conditions that (i) occur in whole or in part during the Term or during any time of Tenant's possession or occupancy of the Property prior to or after the Term of this Lease; or (ii) are proximately caused in whole or in part by the occupancy of, use of, operations on, or actions on or arising out of the Property by Tenant or its employees, agents, customers, invitees or contractors.

10.10 Inspection at Expiration of Term. Within 90 days before the expiration of the Term, Tenant shall at its own expense obtain a Phase I environmental inspection of the Property, and conduct any further inspection, including without limitation test holes, that is indicated by the results of the Phase I inspection. Tenant, at its own expense, shall remediate any contamination of the Property that is revealed by the inspections and that is Tenant's responsibility under this Article.

ARTICLE 11. CONDEMNATION

11.01 Article Determines Parties' Rights and Obligations. If any entity having the power of eminent domain exercises that power to condemn the Property, or any part thereof or interest therein, or acquires the Property, or any part thereof or interest therein by a sale or transfer in lieu of condemnation, the interests of Landlord and Tenant in the award or consideration for such transfer and the effect of the taking or transfer upon this Lease will be as provided in this Article.

11.02 Total Taking. If all of the Property is taken or so transferred, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority.

11.03. Partial Taking. If the taking or transfer of part of the Property causes the remainder of the Property to be not effectively and practicably usable in the opinion of the Tenant for the purpose of operation thereon of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate on the date title to the Property vests in the condemning authority. If the taking or transfer of part of the Property leaves the remainder of the Property effectively and practicably usable in the opinion of Tenant for the operation of Tenant's business, this Lease and all of Tenant's interest thereunder will terminate as to the portion of the Property so taken or transferred on the date title to the Property vests in the condemning authority, but will continue in full force and effect as to the portion of the Property not so taken or transferred, and the Base Rent will abate in the proportion that the portion of the Property taken bears to all of the Property.

11.04 Compensation. Landlord and Tenant each may make a claim against the condemning or taking authority for the amount of just compensation due to it. Tenant shall make no claim against Landlord for damages for termination of the leasehold or interference with Tenant's business, even if Landlord is the condemning or taking authority. Neither Tenant nor Landlord will have any rights in or to any award made to the other by the condemning authority; provided, that if a single award to Landlord includes specific damages for loss of Tenant's leasehold interest separately awarded in the eminent domain proceeding and not as a part of the damages recoverable by Landlord, Landlord will transmit such separately awarded damages to Tenant.

ARTICLE 12. DEFAULT

12.01. Events of Default. Each of the following shall constitute an event of default under this Lease:

(a) The failure of Tenant to pay Rent or any other sum of money due under this Lease within ten (10) days after the date such payment is due.

(b) The failure of Tenant to perform or observe any covenant or condition of this Lease, other than a default in the payment of money described in the preceding subsection (a), which is not cured within thirty (30) days after notice thereof from Landlord to Tenant, unless the default is of a kind that cannot be cured within such 30-day period, in which case no event of default shall be declared so long as Tenant shall commence the curing of the default within such 30 day period and thereafter shall diligently and continuously prosecute the curing of same.

(c) The use of the Property or buildings and improvements thereon for purposes other than those permitted herein, to which Landlord has not given its written consent.

(d) The commencement of a case under any chapter of the federal Bankruptcy Code by or against Tenant, or the filing of a voluntary or involuntary petition proposing the adjudication of Tenant as bankrupt or insolvent, or the reorganization of Tenant, or an arrangement by Tenant with its creditors, unless the petition is filed or case commenced by a party other than Tenant and is withdrawn or dismissed within ninety (90) days after the date of its filing.

(e) The admission in writing by Tenant of its inability to pay its debts when due; the appointment of a receiver or trustee for the business or property of Tenant, unless such appointment shall be vacated within ten (10) days after its entry; Tenant making an assignment for the benefit of creditors; or the voluntary or involuntary dissolution of Tenant.

12.02 Landlord's Remedies. Upon the occurrence of an event default, Landlord has all of the following remedies, all in addition to any other remedies that Landlord may have at law or in equity:

(a) Landlord may terminate this Lease by written notice to Tenant, upon which termination Tenant shall immediately surrender possession of the Property, vacate the Property, and deliver possession of the Property to Landlord. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates this Lease in accordance with this subsection (a), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(b) Landlord may by written notice declare Tenant's right to possession of the Property terminated without terminating this Lease. Tenant hereby makes a present grant to Landlord of a full, free and irrevocable license to enter into and upon the Property, in the event Landlord terminates Tenant's right to possession in accordance with this subsection (b), and to repossess the Property, to expel or remove Tenant and any others who may be occupying or within the Property, and to remove any and all property therefrom, using such force as may be necessary, with or without process of law, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer, and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.

(c) Subject to Section 12.01(e), Landlord may relet the Property in whole or in part for any period equal to or greater or less than the remainder of the Term, as applicable, for any sum that Landlord may deem reasonable.

(d) Landlord may collect any and all rents due or to become due from subtenants or other occupants of the Property.

(e) Landlord may recover from Tenant, with or without terminating this Lease, actual attorney's fees and other expenses incurred by Landlord by reason of Tenant's default and elect to recover damages described under either (1) or (2):

- (1) from time to time, an amount equal to the sum of all Base Rent and other sums that have become due and remain unpaid, less the rent, if any, collected by Landlord on reletting the Property reduced by the amount of all expenses incurred by Landlord in connection with reletting the Property; or
- (2) immediately upon Tenant's default, an amount equal to the difference between the Base Rent and the fair rental value of the Property for the remainder of the Term, discounted to the date of such default at a rate per annum equal to the rate at which Landlord could borrow funds for the same period as of the date of such default.

(f) Reentry or reletting of the Property, or any part thereof, shall not terminate this Lease, unless accompanied by Landlord's written notice of termination to Tenant.

12.03 Assignment of Rents. Tenant immediately and irrevocably assigns to Landlord, as security for Tenant's obligations under this Lease, all rent from any subletting of all or a part of the Property, and Landlord, as assignee and attorney-in-fact for Tenant, or a receiver for Tenant appointed on Landlord's application, may collect such rent and apply it toward Tenant's obligations under this Lease, except that Tenant has the right to collect such rent until the occurrence of an event of default by Tenant.

ARTICLE 13. LEASEHOLD MORTGAGES

13.01. Mortgage of Leasehold Interest. Tenant shall have the right at any time, and from time to time, to subject the leasehold estate and any or all of Tenant's improvements situated on the Property to one or more deeds of trust, mortgages, and other collateral security instruments as security for a loan or loans or other obligation of Tenant (each a "Leasehold Mortgage"), subject to the remainder of this Article 13.

13.02 Subordinate to Lease. The Leasehold Mortgage and all rights acquired under it shall be subject and subordinate to all the terms of this Lease, and to all rights and interests of Landlord except as otherwise provided in this Lease.

13.03 Notice to Landlord. Tenant shall give Landlord notice before executing each Leasehold Mortgage, and shall accompany the notice with a true copy of the note and the Leasehold Mortgage as proposed for execution. Upon Landlord's written consent to the Leasehold Mortgage and upon execution of the Leasehold Mortgage by all parties, the mortgagee shall become a Qualified Mortgagee as that term is used in this Lease. Tenant also shall deliver to Landlord a true and correct copy of any notice from a Qualified Mortgagee of default or acceleration of the maturity of the note secured by a Leasehold Mortgage promptly following Tenant's receipt thereof.

13.04 Modification or Termination. No action by Tenant or Landlord to cancel, surrender, or materially modify the economic terms of this Lease or the provisions of Article 11 will be binding upon a Qualified Mortgagee without its prior written consent.

13.05 Notice to Qualified Mortgagee.

(a) If Landlord gives any notice hereunder to Tenant, including without limitation a notice of an event of default, Landlord shall give a copy of the notice to each Qualified Mortgagee at the address previously designated by it.

(b) If a Qualified Mortgagee changes its address or assigns the Leasehold Mortgage, the Qualified Mortgagee or assignee may change the address to which such copies of notices hereunder shall be sent by written notice to Landlord. Landlord will not be bound to recognize any assignment of a Qualified Mortgage unless and until Landlord has been given written notice thereof, a copy of the executed assignment, and the name and address of the assignee. Thereafter, the assignee will be deemed to be the Qualified Mortgagee hereunder with respect to the assigned Leasehold Mortgage.

(c) If a Leasehold Mortgage is held by more than one person, Landlord shall not be required to give notices to the Qualified Mortgagee of the Leasehold Mortgage unless and until all of the holders of the Leasehold Mortgage give Landlord an original executed counterpart of a written designation of one of their number to receive notices hereunder. Notice given to the one so designated is effective as notice to all them.

13.06 Performance of Tenant Obligations.

(a) A Qualified Mortgagee may perform any obligation of Tenant and remedy any default by Tenant under this Lease within the time periods specified in the Lease, and Landlord shall accept such performance with the same force and effect as if furnished by Tenant; provided, however, that the Qualified Mortgagee will not thereby be subrogated to the rights of Landlord.

(b) Tenant may delegate irrevocably to a Qualified Mortgagee the non-exclusive authority to exercise any or all of Tenant's rights hereunder, but no such delegation will be binding upon Landlord unless and until either Tenant or the Qualified Mortgagee gives Landlord a true copy of a written instrument effecting such delegation.

(c) If Tenant defaults in the payment of any monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 10 days after the expiration of any grace or cure periods granted Tenant herein. If Tenant defaults in the performance of any non-monetary obligation hereunder, Landlord shall not terminate this Lease unless and until Landlord provides written notice of such default to each Qualified Mortgagee and no Qualified Mortgagee cures such default within 30 days after the expiration of any grace or cure periods granted Tenant herein.

13.07 Possession by Qualified Mortgagee. A Qualified Mortgagee may take possession of the Property and vest in the interest of Tenant in this Lease upon the performance of the following conditions:

(a) The payment to Landlord of any and all sums due to Landlord under this Lease, including without limitation accrued unpaid rent.

(b) The sending of a written notice to Landlord and Tenant of the Qualified Mortgagee's intent to take possession of the Property and assume the Lease.

(c) The curing of all defaults not remediable by the payment of money within an additional 30 days after the date upon which such default was required to be cured by Tenant under the terms of this Lease.

13.08 No Liability of Mortgagee Without Possession. A Qualified Mortgagee shall have no liability or obligation under this Lease unless and until it sends to Landlord the written notice described in paragraph 13.07(b). Nothing in this Lease or in the taking of possession of the Property and assumption of the Lease by a Qualified Mortgagee or a subsequent assignee shall relieve Tenant of any duty or liability to Landlord under this Lease.

13.09 New Lease. If a Qualified Mortgagee acquires Tenant's leasehold as a result of a judicial or non-judicial foreclosure under a Leasehold Mortgage, or by means of a deed in lieu of foreclosure, the Qualified Mortgagee thereafter may assign or transfer Tenant's leasehold to an assignee upon obtaining Landlord's written consent thereto, which consent will not be unreasonably withheld or delayed but which assignment will be subject to all of the other provisions of Article 8 and any provisions of the Lease Ordinance concerning acceptable assignees. Upon such acquisition by a Qualified Mortgagee or its assignee of Tenant's leasehold, Landlord will execute and deliver a new ground lease of the Property to the Qualified Mortgagee or its assignee not later than 120 days after such party's acquisition of Tenant's leasehold. The new ground lease will be identical in form and content to this Lease, except with respect to the parties thereto, the term thereof (which will be co-extensive with the remaining Term hereof), and the elimination of any requirements that Tenant fulfilled prior thereto, and the new ground lease will have priority equal to the priority of this Lease. Upon execution and delivery of the new ground lease, Landlord will cooperate with the new tenant, at the sole expense of said new tenant, in taking such action as may be necessary to cancel and discharge this Lease and to remove Tenant from the Property.

ARTICLE 14. GENERAL PROVISIONS

14.01 Authority. Tenant represents and warrants that it has complete and unconditional authority to enter into this Lease; this Lease has been duly authorized by Tenant's governing body; this Lease is a binding and enforceable agreement of and against Tenant; and the person executing the Lease on Tenant's behalf is duly and properly authorized to do so.

14.02 Estoppel Certificates. Either party shall at any time and from time to time upon not less than 30 days prior written request by the other party, execute, acknowledge and deliver to such party, or to its designee, a statement in writing certifying that this Lease is in full force and effect and has not been amended (or, if there has been any amendment thereof, that the same is in full force and effect as amended and stating the amendment or amendments); that there are no defaults existing, (or, if there is any claimed default, stating the nature and extent thereof); and stating the dates to which the Base Rent and other charges have been paid in advance. The requesting party shall pay the cost of preparing an estoppel certificate, including the cost of conducting due diligence investigation and attorney's fees.

14.03 Delivery of Notices -Method and Time. All notices, demands or requests from one party to another shall be delivered in person or be sent by (i) mail, certified or registered, postage prepaid, (ii) reputable overnight air courier service, or (iii) electronic mail or facsimile transmission (accompanied by reasonable evidence of receipt of the transmission and with a confirmation copy mailed by first class mail no later than the day after transmission) to the address for the recipient in Section 14.04 and will be deemed to have been given at the time of delivery or, if mailed, three (3) days after the date of mailing.

14.04 Addresses for Notices. All notices, demands and requests from Tenant to Landlord shall be given to Landlord at the following address:

City Manager
City of Homer
491 East Pioneer Avenue
Homer, Alaska 99603
Facsimile: (907) 235-3148
Email: citymanager@cityofhomer-ak.gov

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

TACKLE SHACK CO, LLC
Attn: Shawn and Virginia Grimes
55035 Newell Ct,
Homer, AK 99603
Email: shawngrimes80@yahoo.com

Each party may, from time to time, designate a different address or different agent for service of process by notice given in conformity with Section 14.03.

14.05 Time of Essence. Time is of the essence of each provision of this Lease.

14.06 Computation of Time. The time in which any act provided by this Lease is to be done is computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or a holiday, and then it is also excluded. The term "holiday" will mean all holidays as defined by the statutes of Alaska.

14.07 Interpretation. Each party hereto has been afforded the opportunity to consult with counsel of its choice before entering into this Lease. The language in this Lease shall in all cases be simply construed according to its fair meaning and not for or against either party as the drafter thereof.

14.08 Captions. The captions or headings in this lease are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Lease.

14.09 Independent Contractor Status. Landlord and Tenant are independent contractors under this Lease, and nothing herein shall be construed to create a partnership, joint venture, or agency relationship between Landlord and Tenant. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party.

14.10 Parties Interested Herein. Nothing in this Lease, express or implied, is intended or shall be construed to give to any person other than Landlord, Tenant and any Qualified Mortgagee any right, remedy or claim, legal or equitable, under or by reason of this Lease. The covenants, stipulations and agreements contained in this Lease are and shall be for the sole and exclusive benefit of Landlord, Tenant and any Qualified Mortgagee, and their permitted successors and assigns.

14.11 Multi-Party Tenant. If Tenant is comprised of more than one natural person or legal entity, the obligations under this Lease imposed upon Tenant are joint and several obligations of all such persons and entities. All notices, payments, and agreements given or made by, with, or

to any one of such persons or entities will be deemed to have been given or made by, with, or to all of them, unless expressly agreed otherwise by Landlord in writing.

14.12 Broker's Commissions. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liability arising from any such claim including, without limitation, the cost of counsel fees in connection therewith.

14.13 Successors and Assigns. This Lease shall be binding upon the successors and assigns of Landlord and Tenant, and shall inure to the benefit of the permitted successors and assigns of Landlord and Tenant.

14.14 Waiver. No waiver by a party of any right hereunder may be implied from the party's conduct or failure to act, and neither party may waive any right hereunder except by a writing signed by the party's authorized representative. The lapse of time without giving notice or taking other action does not waive any breach of a provision of this Lease. No waiver of a right on one occasion applies to any different facts or circumstances or to any future events, even if involving similar facts and circumstances. No waiver of any right hereunder constitutes a waiver of any other right hereunder.

14.15 Attorney's Fees.

(a) If Landlord is involuntarily made a party to any litigation concerning this Lease or the Property by reason of any act or omission of Tenant, or if Landlord is made a party to any litigation brought by or against Tenant without any fault on the part of Landlord, then Tenant shall pay the amounts reasonably incurred and expended by Landlord, including the reasonable fees of Landlord's agents and attorneys and all expenses incurred in defense of such litigation.

(b) In the event of litigation between Landlord and Tenant concerning enforcement of any right or obligation under this Lease, the non-prevailing party shall reimburse the prevailing party for the attorney's fees reasonably incurred and expended by the prevailing party in the litigation.

14.16 Severability. If any provision of this Lease shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Lease, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Lease shall remain in full force and effect.

14.17 Entire Agreement, Amendment. This Lease constitutes the entire and integrated agreement between Landlord and Tenant concerning the subject matter hereof, and supersedes all prior negotiations, representations or agreements, either written or oral. No affirmation, representation or warranty relating to the subject matter hereof by any employee, agent or other representative of Landlord shall bind Landlord or be enforceable by Tenant unless specifically set forth in this Lease. This Lease may be amended only by written instrument executed and acknowledged by both Landlord and Tenant.

14.18 Governing Law and Venue. This Lease will be governed by, construed and enforced in accordance with, the laws of the State of Alaska. Any action or suit arising between the parties in relation to or in connection with this Lease, or for the breach thereof, shall be brought in the trial courts of the State of Alaska for the Third Judicial District at Homer.

14.19 Execution in Counterparts. This Lease may be executed in two or more counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

14.20 Prior Lease Amended And Superseded. A prior lease exists affecting the Property dated October 1, 2020 a memorandum of which has been recorded in the records of the Homer Recording District under Document No. 2020-003401-0 (the "Prior Lease"). This Lease replaces and supersedes the Prior Lease effective as of June 1 2021, and on and after that date the Prior Lease shall have no force or effect, except that it shall remain in effect as to events, rights, obligations, or remedies arising or accruing under the Prior Lease prior to that date.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

Landlord:

Tenant:

CITY OF HOMER

TACKLE SHACK CO., LLC

By: _____
Rob Dumouchel, City Manager

Shawn Grimes, Owner

ACKNOWLEDGMENTS

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2021, by Rob Dumouchel, City Manager of the City of Homer, an Alaska municipal corporation, on behalf of the City of Homer.

Notary Public in and for Alaska
My Commission Expires: _____

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me on _____, 2021, by Shawn Grimes, as owner of TACKLE SHACK CO., LLC on behalf of TACKLE SHACK CO., LLC.

Notary Public in and for Alaska
My Commission Expires: _____

EXHIBIT A

SCHEDULE OF ORGANIZATION, OWNERS, PERCENTAGE OF OWNERSHIP

Tenant, HOMER ENTERPRISES, LLC, is a limited liability company organized under the laws of the state of Alaska. Attached to this exhibit is a certificate issued by that state certifying that Tenant is in good standing and describing its legal organization.

The members and their percentage of ownership are as follows:

Name: Shawn Grimes, Owner of TACKLE SHACK CO. LLC 100 %

Address: 55035 Newell Ct., Homer AK 99603

TOTAL 100 %

EXHIBIT B

**CONFORMED COPY OF RESOLUTION AUTHORIZING LEASE AND
AUTHORIZING SIGNERS TO SIGN LEASE AGREEMENT ON BEHALF
OF TENANT**

DRAFT

EXHIBIT C
LOCATION OF PROPERTY
(Section 2.01)

A portion of Lot 5, as shown on the subdivision plat entitled HOMER SPIT filed as amended plat number 89-34 in the Homer Recording District, City of Homer, Kenai Peninsula Borough, State of Alaska, also being within the southeast $\frac{1}{4}$ of Section 35, Township 6 South, Range 13 West of the Seward Meridian, and more certainly described as;

Beginning at a point on the edge of the right-of-way of the Homer Spit road, the east corner of Lot 4 being also the northerly corner of said Lot % as shown on Sheet Two of said subdivision plat;

Thence along the boundary of Lot 5, coincident with the edge of the right-of-way of the Homer Spit Road S 45° 45' 50" E 150.92 feet to the beginning of a curve to the left;

Thence along the arc of said curve to the left 128.88 feet, said curve having a radius of 5819.33 feet, a central angle of 1° 16' 08" and is subtended by a chord bearing S 46° 23' 55" E for 128.875 feet to the east corner of said Lot 5, said corner being in common with Lot 6; Thence leaving said right-of-way, S 42° 58' 02" W 71.96 feet along the boundary common with Lot 5 and Lot 6;

Thence leaving said boundary N 45° 45' 50" W 353.43 feet to the north boundary of Lot 5 being in common with Lot 4;

Thence along said common boundary N 89° 51' 14" E 100.82 feet to the Point of beginning. Containing an area of 22,388 square feet (0.514 acre);

Also known as Kenai Peninsula Borough Tax Parcel No. 181-03-105;

Also known as 3815 Homer Spit Rd #A, Homer AK 99603.

EXHIBIT D
TENANT'S PROPOSED USE OF THE PROPERTY
(Section 6.01)

DRAFT

EXHIBIT E

SITE PLANS

(Section 6.02)

DRAFT

EXHIBIT F
FLOOR PLANS
(Section 6.02)

DRAFT

EXHIBIT G

PERMISSION TO OBTAIN INSURANCE POLICIES

(Section 9.04(d))

The City of Homer is hereby granted permission to request and obtain copies of TACKLE SHACK CO., LLC (“Tenant”) insurance policies from Tenant’s broker and/or insurer, _____ . Tenant requests the broker/insurer to provide the City of Homer with information about and copies of all of Tenant’s insurance policies providing the type of coverage required by the Lease between Tenant and the City of Homer.

It is understood that the Tenant may revoke this permission at any time by written notice to City of Homer and to Tenant’s broker and/or insurer; however, such revocation will constitute a default of Tenant’s lease from the City of Homer.

Date: _____

TACKLE SHACK CO., LLC

Signature: _____

Printed Name: _____

Title: _____



City of Homer

www.cityofhomer-ak.gov

Port and Harbor

4311 Freight Dock Road
Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: BRYAN HAWKINS, PORT DIRECTOR/HARBORMASTER

DATE: APRIL 20, 2021

SUBJECT: ANNUAL REVIEW OF PORT OF HOMER TARIFF NO. 1

When the City budget is introduced on May 24th there is scheduled to be accompanying resolutions approving the fee schedule and any amendments, and also approving the Port of Homer Tariff No. 1 and any amendments. This is the last meeting of the PHC before the budget will be presented.

Please review the current Tariff and the proposed staff changes listed below. If the commission approves of the staff's recommended amendments, please make a motion in support of the changes. If the commission has any additional Tariff amendments they would like to propose, you can do so in the form of a motion.

If the Commission doesn't have enough time to fully review and discuss the Tariff at your April 28th meeting, please plan and prepare to have your proposed fee amendments in time for the June 14th City Council public hearing, and a substitute resolution can be provided to Council.

After annual review of the tariff, staff have the following recommended four (4) changes:

#1. Card replacement fee changed to \$5 to represent change in purchasing price for the harbor

(Example)

RULE 26 – FISH DOCK RATES

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

- | | |
|--|---|
| a. Annual Access Card (Private License) | \$52.00 per year |
| b. Card replacement fee | \$15.00 \$5.00 per occurrence |
| c. Cold Storage Lockers #2-#8 (8 feet X 10 feet) | \$334.75/month |
| d. Cold Storage Rate (2 consecutive months) | \$309.00/month |

Etc.....

#2. The addition of the current commodity rate in specific pricing to complement the formula for calculating moorage that is already present in the tariff.

(Example)

RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE

28.01. MOORAGE RATES

- a. The annual moorage fee for reserved moorage and transient moorage privileges is based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc.) and is calculated as follows:

$$\text{Annual Moorage Rate } \left(\frac{\$}{\text{foot}} \right) = \frac{\text{Commodity Rate} + (\$0.05 \text{ per foot}) \times \text{vessel length (feet)}}{\text{foot}}$$

plus a fifty dollar (\$50.00) administration fee and subject to sales tax. The (\$0.05 per foot) increase is capped at the eighty six (86) foot vessel size. For a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration fee.

Current Commodity Rate

<u>Annual</u>	<u>Semi-Annual (67%)</u>	<u>Monthly (17%)</u>	<u>Daily (3%)</u>
<u>\$53.61</u>	<u>\$35.92</u>	<u>\$9.11</u>	<u>\$1.61</u>

#3. The addition of monthly deck shelter storage cost. This price is listed on the deck storage contract for the harbor, but not currently represented in the Tariff.

(Example)

RULE 35 – UPLAND STORAGE

35.04 RATES – Fees for general storage are as follows:

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

Deck Shelter Storage – Prearranged \$35/mo

#4. Addition of the connection and maintenance fees for the fish grinder outfall line for off-site processors. This fee is currently represented in the harbor's outfall connection contract but not currently represented in the tariff.

(Example)

RULE 39 – FISH DISPOSAL / GRINDING AND FEES

39.01. FISH GRINDING AND FEE – The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. In addition to grinding sport caught fish carcasses collected at the fish cleaning tables, the City's fish disposal system can facilitate disposal of fish waste generated from commercial enterprises who shall self-report their fish carcasses brought to the facility.

- a. The rates for commercial enterprises are \$30.00 per tote (approximately 1,000 lbs.) and \$5.00 per tub (approximately 100 lbs.).

- b. For off-site Fish Processers discharging effluent using the City's Outfall Line connection directly from the fish disposal system at their processing facility there is a one time connection fee of \$7,000.00. Processor has the option to pay the connection charge in five equal annual installments of \$1400.00 plus 7.5% interest. Additionally, there shall be an annual operation and maintenance fee of \$2,400.00.

Recommendation

- If proposed staff changes are acceptable, please make a motion to **approve and recommend to Council the proposed staff changes to the Port of Homer Tariff No. 1**
- If the Port and Harbor Advisory Commission has any additional fee or wording changes to the Port and Harbor Tariff No. 1, please make a separate motion specifically stating any and all additional amendments the Commission would like to make.

Attached: Port of Homer Tariff No. 1 – Current



PORT OF HOMER ALASKA

TERMINAL TARIFF NO. 1

RATES, CHARGES, RULES, & REGULATIONS

-AT-

MARINE TERMINAL

SECTION I: ALL FACILITIES

SECTION II: PIONEER DOCK& DEEP WATER DOCK

SECTION III: FISH DOCK

SECTION IV: SMALL BOAT HARBOR

Issued by City of Homer

4311 Freight Dock Road, Homer, Alaska 99603

Phone 907.235.3160 Fax 907.235.3152

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

Bryan Hawkins, Port Director and Harbormaster

bhawkins@ci.homer.ak.us

EFFECTIVE June 26, 2017 AS AMENDED



AMENDMENTS

<u>DATE</u>	<u>PAGE</u>	<u>RULE</u>
June 26, 2017		Original Issued
June 1, 2018		28
June 20, 2018		12 and 34
January 1 2020		9, 12,13,26,27, 34 and 37



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SECTION I

All Facilities

Rules & Regulations

RULE 1 – SCOPE AND APPLICABILITY

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

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

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

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

1.04. FMC COMPLIANCE – This Tariff is published and complaint with the Federal Maritime Commission Tariff Requirements as required by law and is; therefore, notice to the public, shippers, consignees and carriers, that the rates, rules and charges apply to all traffic for which contract rates have not been arranged.

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

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



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

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

RULE 2 – AUTHORITY TO ESTABLISH SUPPLEMENTAL RULES AND CONTRACTS

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

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

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

RULE 3 – ABBREVIATIONS AND DEFINITIONS

The following abbreviations and definitions shall apply in this Tariff.

3.01. ABBREVIATIONS

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



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

3.02. DEFINITIONS

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



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



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



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

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

RULE 4 – HOURS OF OPERATION AND HOLIDAYS

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

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

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

RULE 5 – LIABILITY, INDEMNITY, INSURANCE

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

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

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



any such claims, action or proceeding brought against the City of Homer except for those caused by the City's own negligence.

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

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

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

RULE 6 – RIGHTS OF THE CITY AND USE OF FACILITIES

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

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

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

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

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

6.06. COOPERATION – All authorized representatives or agents of businesses or organizations shall so conduct and carry on their business at the Port as to maintain a cooperative relationship with others engaged in authorized business at the Port. Said persons shall not engage in open and public disputes,



disagreements, or conflicts tending to deteriorate the quality of service or be incompatible to the best interest of the Port, the workers at the Terminal or the Port's customers.

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

6.08. RIGHT OF REMOVAL – The Harbormaster shall at all times have the right to move or rearrange any vessel or cargo from its present location to any other location in order to reduce congestion within or on the terminal, the docks or the harbor to prevent disruption of customary services to the public.

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

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

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

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

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



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

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

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

6.016. OWNER'S RISK – All of the following shall be at the owner's risk except for those damages caused by the City's own negligence:

- a. Glass, liquids and fragile articles will be accepted only at owner's risk for breakage, leakage or chafing;
- b. Freight on open ground is at owner's risk for loss or damage;
- c. Freight subject to freezing will be accepted only at owner's risk; and
- d. All water craft, moored in the Harbor or berthed at Port facilities, or on beach or uplands are at owner's risk for loss or damage. This includes vessels, if and when permitted by the Harbormaster or his authorized agent moored alongside of vessels;
- e. Property of any kind including vehicles not owned by the City but on City property is at owner's risk for loss or damage.

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

6.018. IMPOUNDMENT OF VESSELS FOR VIOLATIONS – The Harbormaster is authorized to impound any vessel in Homer Harbor, or at the terminal and dock facilities whose owner or operator is not aboard and which is not properly identified by name and/or number; or any vessel in violation of any provisions of this Tariff. The Harbormaster may also impound a vessel whose owner or operator has not paid harbor fees or any vessel which is unsafe and whose owner or operator has failed to remove it after notice. The Harbormaster may impound a vessel by immobilizing it or removing or having it removed from the water and placed in City or commercial storage with all expenses and risk of haul-out and storage to be borne by the owner of such vessel. The owner or operator of any vessel impounded by the City shall be subject to and liable for storage charge and shall be subject to and liable for all costs incurred by the City by reason of impounding or removal. The procedure for impoundment, including notice and pre-impoundment hearing are set forth in 10.04.120 of the Homer City Code.

RULE 7 – CARGO



7.01. LAY-DOWN AREAS – Cargo may not be placed on City docks or Terminal facilities except in designated laydown areas. All cargo is expected to vacate City docks, and piers as soon upon arrival as possible. Cargo is not to be stored on City piers awaiting pick up by vessels unless prior arrangements are made with the Harbormaster.

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

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

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

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

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

7.06. UNPAID FREIGHT CHARGES – Freight on which unpaid terminal, dock or harbor charges have accrued may be sold to satisfy such charges and costs; provided, such sale has been publicly advertised. Freight of a perishable nature or of a nature liable to damage other freight may be sold at public or



private sale without advertising; provided owner has been given proper notice to pay charges and to remove said freight and has neglected or failed to do so within a prescribed and reasonable time.

RULE 8 – HAZARDOUS AND DANGEROUS CARGOES

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

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

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

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

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

8.06. HAZARDOUS MATERIAL, NOTICE OF HAZARDOUS CARGO AND PERMIT – Hazardous materials, as established by the Department of Transportation Hazardous Materials Commodity List, will not be permitted without the express consent of the Harbormaster and previous arrangement (at least 12



hours prior to landing) and receipt of all appropriate manifests and U.S. Coast Guard Permits, and only at those locations designated by U.S. Coast Guard Permit.

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

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

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

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

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

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

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



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

RULE 9 – ANCHORING

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

9.02. ANCHORAGE MANNING REQUIREMENT – Any vessel anchoring on city property (tidelands) outside the city of Homer’s Port and Harbor (terminal) must be manned at all times and the vessel’s position monitored on a regular basis to insure that vessel anchors are not dragging and must comply with Coast Guard lighting requirements.

RULE 10 – SANITATION, HOT WORK AND VESSEL MAINTENANCE

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

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

10.03. RESPONSIBILITY FOR HOUSEKEEPING – Users of docks and other terminal and harbor facilities will be required to maintain same in an orderly manner as directed by the Harbormaster. It is unlawful for any person to dump or otherwise dispose of refuse, sewage, garbage, rocks, and/or debris of any kind or type whatever into the water under the jurisdiction of the City of Homer Port and Harbor. Deposit of fish carcasses, including heads, bones or viscera from fishing activities is authorized only at designated locations.

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



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

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

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

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

Fees:

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

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

There shall be no storage, even of a temporary nature, of used oil or petroleum products on City docks, wharves, piers, or finger floats. Any vessel/owner/agent storing or disposing of used oil in an inappropriate or illegal manner may be barred from further use of the Homer Port and Harbor and/or penalized according to the provisions of Federal, State and Local law.

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



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

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

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

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

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

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

10.014. HOT WORK – Hot work is any operation involving oxyacetylene or electric welding, burning, cutting, open flame or other heat producing activities. Hot work is prohibited on any Marine Terminal or vessel moored thereto unless it is approved by the Harbormaster and it is in compliance with all Federal, State, Port and Local governmental rules and regulations.

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

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



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

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

RULE 11 – SAFETY

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

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

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

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

11.05. STOVES, FIRES & EQUIPMENT – No person shall leave a stove or other heating equipment in unattended operation on a vessel moored or docked on the harbor facilities unless such equipment has been certified as safe for such unattended use. No person shall leave any vessel unattended while fire or open flame is burning or is present.

RULE 12 – VEHICLE PARKING

12.01. VEHICLE ACCESS LIMITED ON DOCKS – It shall be unlawful for any person to operate any vehicle within the Port area except for the purpose of loading or discharging freight or passengers, or while actually engaged in the performance of necessary duties which require the presence of such vehicle on Port property. Any vehicle shall be under the constant attendance of the operator and subject to the rules in this Tariff. It shall be the duty of such operator to immediately remove such vehicle from the



wharf or pier upon the completion of the transaction of necessary business. The Harbormaster has the authority to remove any vehicle in violation of this rule at the sole expense of the owner and may be refused further access to any Port property at the discretion of the Harbormaster.

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

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

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

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

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

12.07. PARKING LIMITS – Parking of motor vehicles in areas designated for parking shall be for the time limits specified and posted for those areas. The parking of motor vehicles in areas in which parking is prohibited or the parking of motor vehicles in areas designated for parking beyond the time limits specified are subject to ticketing and towing or impound in accordance with applicable law.

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

12.09. PARKING FEES – VEHICLES WITH BOAT TRAILERS (7 DAYS) – The City owns and provides access to 7 day public use parking for vehicles with boat trailers. Persons with vehicles and boat trailers using the load and launch ramp are obligated to pay a \$7.00 levied parking impact fee at the time of load and launch pass purchase. Persons purchasing a season Load and Launch pass are similarly obligated to pay a \$70.00 levied parking impact fee.



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

- a. Seasonal permits for day use parking (Ramps 1-4): \$250.00.
- b. Long Term parking permits required for vehicles 20’ or less parked in excess of seven (7) consecutive 24-hour days.
- c. Long Term parking annual permit fee for vessel owners paying annual moorage in the Homer Harbor: fee \$100.00.
- d. Long Term parking annual permit (January 1st through December 31st): fee \$200.00.
- e. Monthly parking permit for vehicles less than 20’: fee \$70.00 for 30 consecutive days.
- f. Monthly parking permit for non-commercial vehicles over 20’: fee \$85.00 for 30 consecutive days in a portion of Lot 9 only.
- g. Weekly parking permit for vehicles less than 20’: fee \$25.00 for 7 consecutive days
- h. Weekly parking permit for non-commercial vehicles over 20’: fee \$30.00 for 7 consecutive days
- i. Long term parking will be enforced year around.
- j. Parking lot restrictions for long term parking, May 1 through October 1, as depicted on harbor map (Resolution 11-036(A)).
- k. Existing code definitions for restricted parking, vehicles, junk vehicles, and fines for violations apply. Fines, \$25.00 per calendar day, provided that the fine for overtime parking in long term parking area will be limited to \$250.00 fine per calendar year, with \$200.00 of the fine credited towards the long term parking annual permit.
- l. Failure to pay violations will result in an additional \$25.00 fee per month and any other legal or collection fee authorized by law.

RULE 13 – WHARFAGE, DEMURRAGE AND FREE TIME

13.01. WHARFAGE

- a. APPLICATION – Wharfage is the charge assessed against any freight or merchandise placed in transit sheds, on a wharf, passing through, over or under a wharf, transferred between vessels, loaded to or unloaded from a vessel at a wharf, regardless of whether or not a wharf is used. Wharfage is solely the charge for use of wharf and does not include handling, sorting, piling of freight or charges for any other services. Wharfage rates named in the Tariff will be charged for all merchandise or cargoes received inbound or shipped outbound over the City docks, barge ramp or barge beaching site, and will be in addition to all other charges made under provisions of this Tariff. Wharfage is applied to all inbound and outbound cargo.
- b. WHARFAGE REPORTS – Wharfage from all docks, ramps and beaches is self-reported. Report and payment are due to the Homer harbor office by date stated on the Wharfage report. Report forms are available at the harbor office and on the City of Homer Port and Harbor website.



- c. EXCEPTIONS – No wharfage shall be charged to ship's gear, such as strong-backs, lines, hatch covers, walking boards, etc., placed on wharf during unloading operations. This shall also exclude cargo moving to or from alongside a vessel for loading or unloading, or cargo between any place on the Terminal which are handled on trucks, lighter, barges or any other means of conveyance to and from the terminal facility.
- d. FUEL WHARFAGE – Fuel handled over wharf will not be considered as ship stores and will be subject to wharfage and other charges that may be incurred.
- e. LOG WHARFAGE – Logs that are unloaded at Port of Homer barge beaching site will be charged 50% of the wharfage rate applicable to outbound (export) shipment. However, if these cargoes are not exported over Deep Water Dock with full payment of outbound wharfage within 60 days of unloading at the barge beaching site, then the additional 50% of wharfage will be owed and paid for the inbound product. Log quantities will be reported by manifest to the Port Office for subsequent billing. The basis for measuring 1,000 board feet (M.B.M.) log scale shall be the Scribner Rule or Scribner Dec. C Log Rule. All log scales will be performed by an independent log scaling bureau. Certified copies of log scale tickets and/or log scale books shall be provided to the Port for all logs shipped. The basis for the Tariff payment to the City will be computed on a net log scale, with a maximum of a twenty five percent (25% deduct factor for defects and taper; that is gross scale minus 25% total deduct.
- f. OVERSIDE WHARFAGE – One-half of wharfage named herein will be charged to merchandise or cargo discharged or loaded over the side of vessels directly to or from another vessel or to the water when vessel is berthed at wharf.
- g. RESTOWED CARGO WHARFAGE – Restowed cargo destined for discharging at another port will be exempt of wharfage charges, provided such cargo is not removed from the wharf prior to re-loading to the vessel.
- h. BONE DRY UNITS – A Bone Dry Unit (BDU) is defined as 1.2 bone-dry tons of wood chips. A bone dry ton is that quantity of wood chips which would weigh 2,000 lbs. when dry.
- i. APPLICATION – Rates provided for commodities herein are specific and may not be applied by analogy. If rates are not provided for specific commodities, rates to be applied are those established for "Freight N.O.S."
- j. RATE VALUES – Except as otherwise provided herein, rates apply per short ton which is 2,000 lbs., or per 40 cu.ft. as rated by ocean carriers, or per 1,000 feet board measure, or 42 gallons per barrel of bulk petroleum products corrected to 60 F. net, or 376 lbs. per barrel of bulk cement, or per bone dry wood chips as rated by ocean carrier



- k. SCHEDULE OF WHARFAGE RATES – Except as otherwise specifically provided, rates are in U.S. dollars (USD) per short ton of 2000 lbs. or per 40 cubic foot. Short ton =0.907185 metric tons

COMMODITY	WHARFAGE RATE (\$USD)
Aggregate (Gravel, stone, minerals)	\$1.00 per short ton
Agricultural Products (Grains, corn, legumes, etc.)	\$3.50 per short ton
Containerized Cargo	\$8.00 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) 1 ≥100 Short tons	\$7.96 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) 101 ≥ 1,000 Short Tons	\$6.00 per short ton
Freight N.O.S. (Pioneer/Deep Water Docks) 1,001 ≥ 10,000 Short Tons 10,000 + Short Tons	\$5.00 per short ton \$4.50 per short ton / negotiable
Freight N.O.S. (Barge Ramp and Beach)	\$5.14 per short ton
Freight N.O.S. (Fish Dock) ICE Fish Dock	\$14.50 per short ton \$14.50 per short ton
Hazardous materials, as established by Dept of Transportation materials commodity List. At location designated for loading, unloading or staging by USCG permit	\$8.00 per ton /Min. 1 ton
Livestock (horses, mules, cattle, hogs, sheep, goats, fowl)	\$10.12 per head
Petroleum	\$0.84 per barrel/\$0.02 per gallon
Poles, Logs, cant or cut	\$3.95 per thousand board feet
Seafood/Fish Products (regardless of species) (all docks)	\$4.76 per short ton

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

Scaling Diameter of Logs-Inches	Weight per Board Feet-Pounds
8"	14.5
12"	11.5
16"	9.5
20"	8.5
24"	7.8



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

13.02. DEMURRAGE

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

13.03. FREE TIME

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

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

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

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

14.03. NO POSTING OR DEFACEMENT – No person shall write or post any written or printed matter in any place within or on any Homer Port or Harbor facilities, except upon bulletin boards constructed for the purpose only after having obtained permission from the Harbormaster. No person shall disregard, deface, remove, tamper with or damage any sign or notice posted or installed by the Harbormaster.

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



RULE 15 – CHARGES: Applications, Rules & Regulations

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

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

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

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

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

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

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

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

16.01. LABOR/PERSONNEL



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

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

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

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

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

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



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

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

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



SECTION II

Pioneer Dock and Deep Water Dock

Rules, Regulations, & Rates

RULE 17 – DOCKS: RULES AND REGULATIONS

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

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

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

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

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



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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

RULE 18-DOCK SECURITY

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



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

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

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

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

RULE 19-DOCK -CONDITIONS OF BERTHING /BERTH REQUESTS

19.01. PAYMENT DUE – Unless otherwise arranged, the terms of payment for all applicable terminal or dockage charges shall be cash in advance. A cash deposit or acceptable security in an amount equal to 125% of the estimated applicable charges will be required to be posted with the Harbormaster six days prior to the vessel's scheduled arrival or at such time as may be authorized or directed by the Harbormaster, but in all cases in advance of actual services rendered.

19.02. CREDIT OR SECURITY – The Harbormaster may waive the requirement of cash in advance as to all or any category or categories of its anticipated Port charges when the party responsible for such charges has been identified by berthing agent to the satisfaction of the Harbormaster, and:

- a. That the party responsible has established credit worthiness acceptable to the Harbormaster; or
- b. Adequate security, acceptable to the Harbormaster in an amount equal to 125% of the applicable estimated port charges, has been posted; or
- c. The agent requesting the berth, or another entity, in each case applicable to the Harbormaster is credit worthy, has personally accepted financial responsibility for the applicable charges.

19.03. ESTIMATE REQUIRED-The vessel agent or other person requesting a berth shall provide an estimate of the amount of each category of port charges, as enumerated, and the party responsible there for.

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



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

19.06. COMPLIANCE – In addition to the terms for berth reservation and establishment of financial responsibility as set forth herein, request for berth reservation and assignment of berths shall otherwise be in accordance with all Local rules and regulations established by the City of Homer.

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

RULE 20 – DOCK BULK PETROLEUM PRODUCTS

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

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

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

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

20.05. MANIFEST REQUIREMENTS – Masters, owners, agents or operators of vessels are required to furnish the City of Homer with complete copies of vessel's manifests showing the name of consignees or consignor and the weights or measurements of all freight loaded or discharged at the docks,



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

RULE 22 – DOCK RATES

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

0' to 100'	\$338.00	101' to 200'	\$506.00	201' to 300'	\$788.00
301' to 350'	\$1005.00	351' to 375'	\$1,098.00	376' to 400'	\$1,206.00
401' to 425'	\$1,337.00	426' to 450'	\$1,490.00	451' to 475'	\$1,604.00
476' to 500'	\$1,762.00	501' to 525'	\$1,996.00	526' to 550'	\$2,154.00
551' to 575'	\$2,334.00	576' to 600'	\$2,582.00	601' to 625'	\$2,957.00



626' to 650'	\$3,443.00	651' to 675'	\$3,917.00	676' to 700'	\$4,420.00
701' to 725'	\$5,119.00	726' to 750'	\$5,858.00	751' to 775'	\$6,644.00
776' to 800'	\$7,459.00				

22.02. SUPPLEMENTAL SERVICE CHARGE IN ADDITION TO DOCKAGE

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

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

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

22.04. CRANE – The crane at the inside of (berth No. 2) of Deep Water Dock shall be subject to the same charges and usage requirements. See Section III for crane rules & rates.**22.05. REGULATED GARBAGE HANDLING**

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



SECTION III

Fish Dock

Rules, Regulations, & Rates

RULE 23 – FISH DOCK RULES AND REGULATIONS

23.01. USE OF FISH DOCK BY COMMON CARRIERS – The use of the Fish Dock by Common Carrier Vessels is prohibited.

23.02. FISH DOCK USE – The Fish Dock is an open access dock. Use of the Fish Dock is on a first-come, first-served basis, but the loading and unloading of fish and delivery of ice at the City's ice delivery station between cranes 4 and 5 will have priority. Vessel owners are encouraged to communicate and cooperate with other Fish Dock patrons to avoid congestion.

23.03. RESPONSIBILITY LIMITED – The City of Homer, its employees and agents, shall not be liable for the injury of persons or any loss, damage or theft caused by their presence on the City docks or terminal facilities. The City of Homer shall be liable for any portion of loss or damage that is directly caused by its own negligence.

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

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

RULE 24 – FISH DOCK USE PERMITS

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

24.02. WHARFAGE – Seafood wharfage, regardless of species is self-reported and paid monthly by Fish Dock Permit Holders. Freight NOS, Non-seafood wharfage at the Fish Dock is also self-reported and paid monthly. Fishing gear is free from wharfage. Ice brought onto the Fish Dock in totes or transferred



to boats at the dock shall be charged wharfage at the Ice Wharfage rate, unless this is ice that was purchased from the City Ice Plant. Wharfage rates are listed under Fish Dock Rates.

RULE 25 – FISH DOCK CRANES

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

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

RULE 26 – FISH DOCK RATES

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

- | | |
|--|----------------------------|
| a. Annual Access Card (Private License) | \$52.00 per year |
| b. Card replacement fee | \$15.00 per occurrence |
| c. Cold Storage Lockers #2-#8 (8 feet X 10 feet) | \$334.75/month |
| d. Cold Storage Rate (2 consecutive months) | \$309.00/month |
| e. Cold Storage Rate (3 consecutive months) | \$283.25/per month |
| f. Cold Storage Rate (9 month season) | \$257.50 per month |
| g. Cold Storage Locker #9 (10'X22') | \$920.90/month |
| h. Cold Storage Locker #9 (2 consecutive months) | \$849.60/month |
| i. Cold Storage Locker #9 (3 consecutive months) | \$778.90/month |
| j. Cold Storage Locker #9 (9 month season) | \$708.20/month |
| k. Inspections | \$ 50.00 per hour |
| l. Bait Storage Fee per bin (4x4x4) | |
| 1. Per Day | \$5.15 |
| 2. Per Week | \$25.75 |
| 3. Per Month | \$77.25 |
| m. Fish Dock Crane (Minimum 15 minutes) | \$90.64/hour |
| n. Ice (Accumulated throughout year. Accounts reviewed each Dec. for rate adjustment based on previous year's actual tons of ice purchased.) | |
| 1. 0>100 tons | \$130.90 per ton |
| 2. 101>300 tons | \$128.00 per ton |
| 3. 301>500 tons | \$124.00 per ton |
| 4. 501>700 tons | \$121.00 per ton |
| 5. 701>1000 tons | \$118.00 per ton |
| 6. Over 1001 tons | \$115.00 per ton |
| o. After hours ice delivery call out fee | \$250.00 per call out |
| p. Wharfage for Seafood | \$4.76/ton or \$.00238/lb. |
| q. Ice Wharfage (not purchased from City) | \$14.50/ton |
| r. Freight NOS Non-seafood Wharfage at Fish Dock | \$14.50/ton |



SECTION IV

Small Boat Harbor & Upland Facilities

Rules, Regulations, & Rates

RULE 27 – SMALL BOAT HARBOR RULES & REGULATIONS

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

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

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

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

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

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

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

27.08. SMALL BOAT HARBOR RESTRICTED SPEED – All craft shall restrict their speed to two miles per hour, no wake, while inside the Small Boat Harbor entering or leaving and shall operate at a reduced speed within one quarter mile of the docks outside the Harbor. It shall be unlawful for any vessel to travel at a speed within any waterway causing a wake, wash or wave action which will damage, endanger or cause undue distress to any other boat or occupant, regardless of established speed limits.



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

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

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

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

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

RULE 28 – SMALL BOAT HARBOR VESSEL MOORAGE

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

28.02. CALCULATION OF RATES – Mooring charges shall be calculated on the overall length of the vessel, (LOA), or in the case of a reserved stall, the length of the float stall assigned, whichever is greater. LOA shall be construed to mean the distance in feet from the most forward point at the stem to the aftermost part of the stern of the vessel, measured parallel to the base line of the vessel. The length shall include all hull attachments such as bowsprits, dinghies, davits, etc. For billing purposes, the LOA



shall be obtained from the vessel's Moorage Agreement or from another published reliable source, or actual measurement at the discretion of the Harbormaster.

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

28.04. MOORAGE RATES

- a. The annual moorage fee for reserved moorage and transient moorage privileges is based on the overall length of the vessel (including all hull attachments such as bowsprits, davits, dinghies, swim steps, etc.) and is calculated as follows:

$$\text{Annual Moorage Rate } \left(\frac{\$}{\text{foot}} \right) = \frac{\text{Commodity Rate} + (\$0.05 \text{ per foot}) \times \text{vessel length (feet)}}{\text{foot}}$$

, plus a fifty dollar (\$50.00) administration fee and subject to sales tax. The (\$0.05 per foot) increase is capped at the eighty six (86) foot vessel size. For a reserved stall, the length of the finger float stall assigned, or the overall length of the vessel, whichever is greater plus a fifty dollar (\$50.00) administration fee.

- b. All reserved stall assignments are on an annual basis beginning October 1 and ending September 30 of the following year. Prepayment of a full year's moorage is due on or before October 1 of each year. Payment for reserved moorage will only be accepted from the individual assigned the reserved stall. The reserved stall payment shall be paid in full at the time the reserved stall/moorage agreement is executed to the satisfaction of the Harbormaster.
- c. A semi-annual transient rate is available on a prepaid basis only for transient vessels mooring in the Small Boat Harbor for a period of six consecutive months. The transient semiannual rate is 67% of the annual rate plus a thirty three dollars and fifty cents (\$33.50) administration fee. Vessels that do not renew will automatically be charged the monthly rate if not removed after five days.
- d. The monthly transient rate will be 17% of the annual rate plus an eight dollars and fifty cents (\$8.50) per month administration fee. Vessels that are properly registered and pay all moorage fees in advance may deduct fifty cents (\$.50) per foot per month.



- e. The daily transient rates are: 3% of the annual rate plus a one dollar and fifty cents (\$1.50) per day administration fee. Vessels that properly register and pay all moorage fees in advance may deduct five dollars (\$5.00) per day from the daily rate.
- f. Any moorage fee that expires for a registered (has a Moorage Agreement on file) or an unregistered vessel will, after five days, automatically be charged a monthly rate retroactive to the expiration date.
- g. Refunds for cancellations of reserved stalls and annual prepaid moorage are calculated using the number of months used times the monthly prepaid rate.

RULE 29 – RESERVE STALL ASSIGNMENTS IN SMALL BOAT HARBOR

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

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

29.03. PREFERENTIAL USE – A Reserve stall assignment grants the holder the preferential use of the stall. In order to maximize the public's use of existing facilities, the Harbormaster has the authority to temporarily assign (hot berth) vessels to stalls normally used by another vessel when that vessel is out of the Harbor. No person shall sell, lease, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls.

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

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



A sale, lease, transfer or assignment of a reserve stall by an individual owner is prohibited. The Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the moorage agreement. Upon the death of individual owner, the stall may be transferred to the surviving spouse, son or daughter upon written request to the Harbormaster.

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

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

RULE 30 – SMALL BOAT HARBOR RESERVE STALL WAITING LIST

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

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

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

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



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

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

RULE 31-SMALL BOAT HARBOR FLOAT PLANE MOORAGE / FEES

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

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

RULE 32 – SMALL BOAT HARBOR ELECTRICITY

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

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

32.02. TRANSIENT VESSEL WINTER POWER

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



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

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

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

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

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

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

RULE 33 – SMALL BOAT HARBOR TIDAL GRIDS

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

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

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

- a. The rate per foot per tide is \$1.05 for vessels 0'-59'



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

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

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

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

RULE 34 – SMALL BOAT HARBOR PUBLIC LAUNCH RAMP

34.01. BOAT PUBLIC LAUNCH RAMP – The City owns and provides access to public launch ramps. The principal intended use of the LAUNCH RAMP is the launch and recovery of small, boats on trailers. An authorized subsidiary use is the incidental, noncommercial, loading or unloading of goods, supplies or materials. . Rate for a single launch is \$13.00 plus the addition of a \$7 levied parking impact fee for a total of \$20.00(see also 12.09) ; a season pass covering April 1 to October 15 is \$130.00 with the addition of a \$70 levied parking impact fee for a total of \$200.00(see also 12.09). The person who is obligated to pay the fee for using the load and launch ramp must make the ticket verifying payment available upon request, or display the seasonal permit on the port side of the permit holder's vessel. There is a \$20.00 per hour fee for vessels that are left unattended on the Launch Ramp and are blocking ramps. Reserved stall holders are exempt from launch fees for the vessel assigned to and registered to the stall only, not for other boats owned by the same individual. At the Harbormaster's discretion, reasonable restrictions may be placed on the use of the public launch ramp.

34.02. COMMERCIAL LOADING - Commercial loading shall be defined as loading any amount of materials that exceed a total weight of 500 lbs. Commercial Loading at the Load and Launch Ramp shall be subject to the same use, application of fees, and charges as the Beaches and Barge Ramp. See Rule 37 Beaches and Barge Ramp Section 37.01 Use, 37.02 Application of Fees, and Section 37.03 Charges.

To avoid congestion at the Load and Launch Ramp during peak months, load and launch activities will be prioritized and commercial loading at the load and launch ramp will be restricted to the evening hours of 6pm to 6am from Memorial Day to Labor Day. Any commercial loading, not pre-approved by the harbormaster that occurs during the hours of 6am to 6pm from Memorial Day to Labor Day will be prohibited and violators will be charged a penalty of \$100 per occurrence.

**RULE 35 – UPLAND STORAGE**

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

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

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

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

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

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

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

RULE 36 – BOAT TRAILER STORAGE

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

36.02. LONG TERM STORAGE – Long term storage of boat trailers (8 or more days) is available in a designated lot for \$7.00 per foot per month. This is for trailers only, no boats on trailers or attached vehicles.

RULE 37 – BEACHES AND BARGE RAMP



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

37.01 (b) Any vessel over 50' in length will have priority use of the barge ramp facility and, depending on need, may be required to schedule use in order to avoid conflicts. All other users must work around the priority vessel use and schedule.

Any vessel going dry on the barge ramp, and thereby causing blockage or restricted access to the ramp, without permission/approval of the harbormaster's office, shall be charged a penalty of \$150 per tide cycle.

37.02. APPLICATION OF FEES – The Harbormaster shall charge a fee per foot based on length overall of the vessel, for vessels landing or parking on the beaches under City ownership or control. This same rate shall apply to vessels using the barge ramp. The rate per linear foot for all vessels is \$1.50 per day. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstance. Additionally, an annual pass covering from January 1 to December 31 of each year is available for vessels less than or equal to 50' at the following rate:

Annual Pass for vessels $\leq 50'$ = single landing + wharfage x10

37.03. CHARGES – Wharfage rates shall also apply for the beaches and barge ramp. Charges for extended beach or barge ramp use may be adjusted by the Harbormaster under appropriate circumstances. A flat rate fee of one ton wharfage per landing will be applied to vessels under or equal to 36' using the beaches or barge ramp. Vessels from 37' to 50' using the beaches or barge ramp will be charged a flat rate of two tons wharfage per landing. Vessels over 50' are required to report and pay for wharfage monthly at the tariffed rate. See Wharfage, Section I, Rule 13.

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

37.05. PROHIBITIONS – Sandblasting of vessels is not permitted on City beaches or barge ramps; water blasting using pressures that result in removal of paint is also prohibited. No paint chips or other paint



materials are to be put into the water as a result of any maintenance done on the beach, ramp, on the tidelands or uplands.

RULE 38 – MARINE REPAIR FACILITY

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

38.02. FEES

- a. UPLAND DRY DOCKAGE FOOTPRINT CALCULATION – Charges are calculated as square feet, and are based on the overall length and beam of the vessel, plus a ten foot perimeter on all sides. If additional equipment is on site, it will be added to the total square footage.
- b. UPLAND DRY DOCKAGE USE FEE PER MONTH (ANNUAL MOORAGE) – \$ 0.17 per square foot for vessels paying annual moorage in Homer Harbor
- c. UPLAND DRY DOCKAGE USE FEE PER MONTH (TRANSIENT MOORAGE) – \$ 0.20 per square foot for transient daily, monthly, semiannual moorage vessels
- d. UPLAND DRY DOCKAGE USE FEE PER MONTH (NO MOORAGE PAID) – \$0.25 per square foot for vessels not paying harbor moorage.
- e. ADMINISTRATION FEE – per month of Dry Dockage uplands usage: \$50.00
- f. BEACH LANDING FEE – per calendar day: \$1.50 per foot
- g. VENDOR FEE – per calendar year: \$150.00
- h. HARBOR LABOR FEE – \$102.00 per hour/\$51.00 minimum

RULE 39 – FISH DISPOSAL / GRINDING AND FEES

39.01. FISH GRINDING AND FEE – The City owns a regulated fish disposal system that grinds and flushes fish waste through an outfall line. Besides grinding sport caught fish carcasses collected at the fish cleaning tables, commercial enterprises self-report their fish carcasses brought to the facility. The rates for commercial enterprises are \$30.00 per tote (approximately 1,000 lbs.) and \$5.00 per tub (approximately 100 lbs.).

[END OF CITY OF HOMER PORT TARIFF]



City of Homer

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Memorandum

TO: PORT AND HARBOR ADVISORY COMMISSION

FROM: RACHEL TUSSEY, CMC, DEPUTY CITY CLERK

DATE: APRIL 21, 2021

SUBJECT: ANNUAL REVIEW OF STRATEGIC PLAN & PHC POLICIES/BYLAWS

Per the PHC's bylaws, every year at the April meeting the commission reviews their strategic plan/goals for the upcoming year and their policies, rules, and regulations (bylaws).

Strategic Plan Update for 2021-2022

The strategic plan has not been updated since April 24, 2019 since last year's review was missed due to COVID-19 meeting disruptions.

RECOMMENDED ACTION: Please review the current plan, discuss the changes you'd like to see, and then make a motion approving the amended strategic plan for the 2021-2022 year.

Policy/Bylaw Review

As explained in the current edition of Robert's Rules of Order, bylaws are rules established by an organization to regulate itself. They prescribe how the group functions, and include rules that are so important that they can't be changed unless the members get previous notice of a proposed change, and a large majority (commonly 2/3^d) vote is required to enact any changes. Bylaws cannot be suspended, even by a unanimous vote. In the case of the City advisory bodies, it goes one step further and bylaw amendments have to be approved by City Council. Bylaws require two commission meetings before they go to Council, and then are adopted by resolution.

The Bylaws should include only fundamental rules governing the commission, some of which are established by Homer City Code (such as the commission's purpose). Information that is likely to change frequently should not be included. These are better suited for documents related to worklists, strategic planning documents, meeting calendars, etc.

During this annual review, please consider the following areas that may need revising:

- "Article V. Sec 1. Regular meetings shall be open to the public and held on the fourth Wednesday of the following months: January, February, March, April, September, October, and December at 5:00 p.m..."
 - The commission has previously discussed changing their December meeting to always land on the second Wednesday, instead of the fourth Wednesday.

- *“Article V. Sec 2. The review of the Strategic Plan and the commission’s policies, rules and regulation shall be held at the regular meeting in April of each year.” and “Article V. Sec 3. June of each year shall be designated as Budget Month; the budget shall be reviewed at every regular meeting in June to assist the Port Director/Harbormaster in preparation and presentation of budget requests to City Council.”*
 - These two sections should be removed as they are likely to change (e.g. the budget review is now in March). The PHC meeting calendar is a more appropriate document to track these kind of tasks and could be reviewed annually at the end of the year when the commission approves their upcoming meeting schedule.

RECOMMENDED ACTION: If the commission does not wish to take bylaw amendments on at this time that is fine. You can also request staff have it on a future agenda. If the commission would like to make these or any other changes, you can do so by making a motion. The commission would then make a motion to hold a final reading on the proposed bylaw amendments at their next regular meeting and staff will bring back a revised draft for review.

RECOMMENDATIONS

Discuss changes the commission would like to make to your plans/goals; make a motion to **approve the amended Port and Harbor Advisory Commission Strategic Plan for 2021-2022**

Review the bylaws; make any recommended amendments by way of motion. If action is taken, make a motion **to hold a final reading on the Proposed Port and Harbor Advisory Commission Bylaw Amendments at the next regular meeting.**

PORT AND HARBOR ADVISORY COMMISSION 2019 STRATEGIC PLAN

Mission Statement:

Act in an advisory capacity to the City Manager and the City Council on the problems and development of the City Port and Harbor facilities. Consideration may include the physical facilities, possible future development and recommendations on land use within the Port and Harbor areas.

Overall Goals:

1. Provide timely, relevant comment to the City Council on Port and Harbor issues.
2. Harbor Budget: Gain a better understanding of the process, have more communication on budget/projects between City and Harbor Staff, and review it at least annually at meetings.
3. Establish committees when needed to work on specific tasks.
4. Maintain the Port and Harbor Marketing Plan, continue lobbying efforts to City Council to maintain marketing funds and working closely with the Homer Marine Trades Association.

Short Term Goals – Less Than 6 Months or by End of 2019 (not prioritized)

1. Maintain the Port and Harbor's two Recycling Stations.
2. Address completion of improvements to the parking between the Seafarers Memorial and the Boardwalk; have permitting in place for fall dredging.
3. Develop a better working strategy with the City Council.

Midterm Goals – 1 to 3 Years (2019 – 2022)

1. Continue to understand the budget, include setting fees, and dedication of sales tax.
2. Prepare to seek funding for Deep Water Dock Improvements with State and Federal entities.
3. Continue to develop the Large Vessel Haul-Out and Repair Facility.
4. Create an Overslope Development Plan.
5. Develop a Homer Spit Parking Lot Improvement Plan.

Long Term Goals – 5 Years or More (2024+)

1. Formulate a long term plan for the existing Small Boat Harbor.
2. Formulate a plan for the new Large Vessel Port Expansion project.

DUTIES OF COMMISSION/STAFF

Staff

- Provide yearly information about the budget.
- Inform the Commission of City Council actions and discussion of Harbor issues.

Commission

- Attend City Council meetings as assigned.
- Attend work sessions and training opportunities.
- Come prepared to make a motion for action at meetings, or ask staff before the meeting for more information.
- Ask questions about the budget process; request information from the Harbormaster.
- Invite City Council members to visit the Port and Harbor to view progress on various projects; have ribbon cutting ceremonies on projects.

Clerks

- Help the Commission learn to be more efficient and effective.
- Help the Commission learn to better communicate with the City Council (Memorandums vs Resolutions and Ordinances).

**CITY OF HOMER PORT & HARBOR ADVISORY COMMISSION
BYLAWS**

ARTICLE I – NAME AND AUTHORIZATION

This organization shall be called the Port and Harbor Advisory Commission, established via Ordinance 73-1, existing by virtue of the provisions of Chapter 2.64 of the Homer Municipal Code, and exercising the powers and authority and assuming the responsibilities delegated under said Code. The following bylaws were adopted on March 11, 2019 and shall be in effect and govern the procedures of the Port and Harbor Advisory Commission.

ARTICLE II – PURPOSE

Section 1. Act in an advisory capacity to the City Manager and the City Council on the problems and development of the City port and harbor facilities. Consideration may include the physical facilities, possible future development and recommendations on land use within the port and harbor areas.

Section 2. Direct recommendations regarding the operation and maintenance of the facilities to the City Manager via memorandum from the Port and Harbor Advisory Commission.

Section 3. Consider any specific proposal, problem or project as directed by the City Council and any report or recommendations thereon shall be made directly to the Council, unless otherwise directed by the Council.

ARTICLE III – MEMBERS

Section 1. The Commission shall consist of seven members comprised of at least five (5) members that reside inside city limits. Members shall be nominated by the Mayor and confirmed by City Council to serve for three-year terms to expire on February 1st of designated years.

Section 2. One City Council member and one Homer area high school Student Representative may be appointed by the Mayor, subject to confirmation by the City Council, as consulting, non-voting members.

Section 3. The Mayor, City Manager, and Port Director/Harbormaster may serve as non-voting, consulting members of the Commission.

Section 4. A commission appointment is vacated under the following conditions and upon the declaration of vacancy by the Commission. The Commission shall declare a vacancy when the person appointed:

- Fails to qualify to take office within 30 days after their appointment;
- Resigns and the resignation is accepted;
- Is physically or mentally unable to perform the duties of their office;
- Misses two (2) consecutive regular meetings unless excused;
- Is convicted of a felony.

ARTICLE IV – OFFICERS

Section 1. A Chairperson and Vice-Chairperson shall be elected from among the appointed commissioners at the regular February meeting of the Commission.

Section 2. Officers shall serve a term of one year from the February meeting at which they are elected, and until their successors are duly elected. Officers may be re-elected in subsequent years.

Section 3. The Chairperson shall preside at all meetings of the Commission, authorize calls for any special meetings, execute all documents authorized by the Commission, serve as ex officio/voting member of all committees, and generally perform all duties associated with that office.

Section 4. In the event of the absence, or disability of the Chairperson, the Vice-Chairperson shall assume and perform the duties of the Chair. If both the Chairperson and Vice-Chairperson are absent, and a quorum of four members are present, the senior member shall assume and perform the duties and functions of the Chair.

ARTICLE V – MEETINGS

Section 1. Regular meetings shall be open to the public and held on the fourth Wednesday of the following months: January, February, March, April, September, October, and December at 5:00 p.m.; and May, June, July, and August at 6:00 p.m. in the designated location and shall be posted for public information as required by Homer City Code and Alaska State Statutes.

Section 2. The review of the Strategic Plan and the commission’s policies, rules and regulation shall be held at the regular meeting in April of each year.

Section 3. June of each year shall be designated as Budget Month; the budget shall be reviewed at every regular meeting in June to assist the Port Director/Harbormaster in preparation and presentation of budget requests to City Council.

Section 4. Meeting agenda deadline is at 5:00 p.m. the Wednesday preceding the meeting. Allowances will be made for holidays.

Section 5. The order of business for the regular meetings shall include, but not be limited to, the following items, which shall be covered in the sequence shown, as far as circumstances permit. Agenda shall be posted for public information as required by Homer City Code and Alaska State Statutes.

NAME OF BODY

DATE OF MEETING

PHYSICAL LOCATION OF MEETING

DAY OF WEEK AND TIME OF MEETING

HOMER, ALASKA

MEETING ROOM

NOTICE OF MEETING

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. APPROVAL OF AGENDA

3. PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA. (3 MINUTE TIME LIMIT)

4. RECONSIDERATION

5. APPROVAL OF MINUTES or CONSENT AGENDA

6. VISITORS (Chair set time limit not to exceed 20 minutes) (Public may not comment on the visitor or the visitor's topic until audience comments.) No action may be taken at this time.
7. STAFF & COUNCIL REPORT/COMMITTEE REPORTS/BOROUGH REPORTS (Chair set time limit not to exceed 5 minutes.)
8. PUBLIC HEARING (3 MINUTE TIME LIMIT)
9. PLAT CONSIDERATION (Planning Commission only)
10. PENDING BUSINESS or COMMISSION BUSINESS
11. NEW BUSINESS or COMMISSION BUSINESS
12. INFORMATIONAL MATERIALS (NO ACTION MAY BE TAKEN ON THESE MATTERS, THEY MAY BE DISCUSSED ONLY).
13. COMMENTS OF THE AUDIENCE (3 MINUTE TIME LIMIT)
14. COMMENTS OF THE CITY STAFF (not required) (Staff report may be at this time in the agenda.)
15. COMMENTS OF THE COUNCILMEMBER (If one is assigned)
16. COMMENTS OF THE CHAIR (May be combined with COMMENTS OF THE COMMISSION/BOARD since the Chair is a member of the Commission/Board.)
17. COMMENTS OF THE COMMISSION
18. ADJOURNMENT/NEXT REGULAR MEETING IS SCHEDULED FOR _____ note any worksessions, special meetings, committee meetings etc. All meetings scheduled to be held in the Homer City Hall Cowles Council Chambers located at 491 E. Pioneer Avenue, Homer, Alaska. (Sometimes the meeting is scheduled for the Conference Room)

Contact info for the department constructing the agenda. Example: City Clerk's Office, clerk@ci.homer.ak.us, 235-3130.

Section 6. Per Resolution of the City Council (Resolution 06-115(A)), Public Testimony shall normally be limited to three minutes per person. Exceptions may be provided for at the Chair's discretion or by a majority vote of the board members in attendance.

Section 7. Special meetings and Worksessions may be called by the Port Director/Harbormaster, Chair, or a majority of the Commission. Worksessions do not require a quorum, however, no action may be taken at a worksession; items on the agenda are for discussion only. Notice of such meetings shall be posted in the same manner as that for regular meetings.

Section 8. A quorum for the transaction of business at any meeting shall consist of four members. For purposes of determining the existence of a quorum, honorary members shall not be counted.

Section 9. Four affirmative votes are required to approve any action before the Commission and shall constitute the meaning of "majority vote". The Chairperson may vote upon, and may move or second a proposal before the Commission.

Section 10. Recorded minutes shall be made available by the City Clerk's Office to the Commission prior to the next meeting and a record of all voting will be included in the minutes of each meeting. Minutes shall be available to the public as required by Homer City Code and Alaska State Statutes.

Section 11. The Commission shall abide by existing Alaska State Law, Borough Code of Ordinance, where applicable, and Homer City Code, as well as Robert's Rules of Order, current edition, in so far as this treatise is consistent with Homer City Code.

ARTICLE VI – COMMITTEES

Section 1. Committees of one or more members for such specific purposes as the business of the Commission will only become active upon approval of Council. A memorandum and resolution will go before Council outlining the reason, tasks assigned and termination date. Committees shall be considered to be discharged upon completion of the purpose for which it was appointed, and after its final report is made to and approved by the Commission.

Section 2. All committees shall make a progress report to the Commission at each of its meetings.

ARTICLE VII – BYLAW AMENDMENTS

Section 1. The Bylaws may be amended at any meeting of the Commission by a majority plus one of the members, provided that notice of said proposed amendment is given to each member in writing. The proposed amendment shall be introduced at one meeting and action shall be taken at the next Commission meeting.

Section 2. Any rule or resolution of the Commission, whether contained in these Bylaws or otherwise, may be suspended temporarily in connection with business at hand; and such suspension to be valid; may be taken only at a meeting at which at least four of the members of the Commission shall be present, and two-thirds of those present shall so approve.

ARTICLE VIII – TELECONFERENCING

Section 1. Teleconference meetings:

- a. The preferred procedure for a Commission meeting is that all members be physically present at the designated time and location for the meeting. However, physical presence may be waived and a member may participate in a meeting by Teleconference. This allowance is limited to two (2) meetings per year.
- b. There must be a quorum of members physically present in addition to the telephonic member.
- c. A Commissioner participating by teleconference shall be deemed to be present at the meeting for all purposes.
- d. In the event the Chair participates telephonically, the Vice-Chair shall run the meeting.

Section 2. Teleconference procedures:

- a. A Commissioner who cannot be physically present for a regularly scheduled meeting shall notify the Clerk at least five days prior to the scheduled meeting time of their intent to appear telephonically.
- b. The Clerk shall notify the other Commissioners of the Commissioner's intent to appear by teleconference three days prior to the scheduled meeting time.
- c. The means used to facilitate a teleconference meeting must enable each Commissioner appearing telephonically to clearly hear, and be heard by, all other Commissioners, and members of the public. The Clerk shall note in the attendance record all Commissioners appearing telephonically.

Port & Harbor Monthly Statistical & Performance Report

For the Month of: **March 2021**

Moorage Sales

	<u>2021</u>	<u>2020</u>
Daily Transient	81	102
Monthly Transient	74	68
Semi-Annual Transient	2	3
Annual Transient	8	8
Annual Reserved	29	10

Stall Wait List

No. on list at Month's End	<u>2021</u>	<u>2020</u>
20' Stall	22	19
24' Stall	46	44
32' Stall	129	121
32'A Stall	7	4
40' Stall	53	46
50' Stall	29	28
60' Stall	2	5
75' Stall	1	4
Total:	289	271

Grid Usage

1 Unit = 1 Grid Tide Use	<u>2021</u>	<u>2020</u>
Wood Grid	5	1
Steel Grid	5	1

Docking & Beach/Barge Use

1 Unit = 1 or 1/2 Day Use	<u>2021</u>	<u>2020</u>
Deep Water Dock	24	1
Pioneer Dock	6	2
Beach Landings	4	1
Barge Ramp	56	37

Services & Incidents

	<u>2021</u>	<u>2020</u>
Vessels Towed	0	0
Vessels Moved	9	6
Vessels Pumped	3	2
Vessels Sunk	0	0
Vessel Accidents	0	0
Vessel Impounds	0	0
Equipment Impounds	0	0
Vehicle Impounds	0	0
Property Damage	0	0
Pollution Incident	10	1
Fires Reported/Assists	0	0
EMT Assists	2	0
Police Assists	0	0
Public Assists	7	11
Thefts Reported	0	1

Marine Repair Facility

	<u>2021</u>	<u>2020</u>
Vessels Hauled-Out	0	0
Year to Date Total	0	0
Vessels using facility uplands	3	N/A

Wharfage (in short tons)

In Tons, Converted from Lb./Gal.	<u>2021</u>	<u>2020</u>
Seafood	258	182
Cargo/Other	85	828
Fuel	25,119	18,227

Parking Passes

	<u>2021</u>	<u>2020</u>
Long-term Pass	7	12
Monthly Long-term Pass	0	2
Seasonal Pass	0	0

Ice Sales

	<u>2021</u>	<u>2020</u>
For the Month of March	23	51
Year to Date Total	23	51

Crane Hours

<u>2021</u>	<u>2020</u>
75.5	59.9

Difference between

2020 YTD and 2021 YTD:

28 tons less

Port & Harbor Water/Sewer Bills

Service Period: March , 2021

Meter Reading Period:2/17/21-3/15/21

Meter Address - Location	Acct. #	Meter ID	Service/ Customer Charge	Water Charges	Sewer Charges	Total Charges	Previous Reading	Current Reading	Total Usage (gal)
810 FISH DOCK ROAD - Fish Grinder	1.0277.01	84810129	\$7.00	\$0.00	\$0.00	\$7.00	1,073,500	1,073,500	-
4244 HOMER SPIT RD - SBH & Ramp 2	1.0290.02	84872363	\$7.00	\$0.00	\$0.00	\$7.00	3,715,400	3,715,400	-
4166X HOMER SPIT RD - SBH & Ramp 4	1.0345.01	70291488	\$7.00	\$0.00	\$0.00	\$7.00	25,806,100	25,806,100	-
4166 HOMER SPIT RD- SBH Restrooms	1.0346.01	38424734	\$14.00	\$10.70	\$24.30	\$49.00	669,900	670,900	1,000
4171 FREIGHT DOCK RD - SBH & Ramp 6	1.0361.01	71145966	\$7.00	\$0.00	\$0.00	\$7.00	4,052,100	4,052,100	-
4690C HOMER SPIT RD - Pioneer Dock	1.0262.01	70315360	\$14.00	\$0.00	\$0.00	\$14.00	4,387,700	4,387,700	-
4690A HOMER SPIT RD - Pioneer Dock	1.0261.01	70315362	\$14.00	\$37.45	\$0.00	\$51.45	1,178,800	1,182,300	3,500
4666 FREIGHT DOCK RD - Deep Water Dock	1.0357.01	70564043	\$14.00	\$293.18	\$0.00	\$307.18	11,739,000	11,766,400	27,400
4448 HOMER SPIT RD - Steel Grid	1.0230.01	80394966	\$7.00	\$0.00	\$0.00	\$7.00	-	-	-
795 FISH DOCK ROAD - Fish Dock/Ice Plant	1.0180.01	70291512	\$14.00	\$885.96	\$26.73	\$926.69	872,474,200	872,558,100	83,900
4147 FREIGHT DOCK RD - SBH & Ramp 6 Restroom	1.4550.01	70315668	\$14.00	\$27.82	\$63.18	\$105.00	417,500	420,100	2,600
4147X FREIGHT DOCK RD - Ramp 6 Fish Cleaning	1.0457.01	80856895	\$7.00	\$0.00	\$0.00	\$7.00	623,900	623,900	-
4001 FREIGHT DOCK RD - L&L Ramp Restrooms	10.4550.01	70364713	\$14.00	\$14.98	\$34.02	\$63.00	435,800	437,200	1,400
4667 HOMER SPIT RD L - Port Maintenance	1.0109.01	70257255	\$14.00	\$18.19	\$41.31	\$73.50	115,800	117,500	1,700
4667 HOMER SPIT RD - Bldg Near Water Tank	1.0100.02	70315820	*utility meter currently assigned to lessee						
4667 FREIGHT DOCK RD - DWD Restroom	1.0495.01	84920900	\$14.00	\$13.91	\$31.59	\$59.50	137,900	139,200	1,300
4311 FREIGHT DOCK RD - Port & Harbor Office	5.1020.01	83912984	\$14.00	\$25.68	\$34.32	\$74.00	78,600	81,000	2,400
4000 HOMER SPIT RD - Ramp 5 Restroom	5.1250.01	86083228	\$14.00	\$17.12	\$22.88	\$54.00	454,900	456,500	1,600
4425 FREIGHT DOCK RD - Sys 5 & Ramp 8	5.1050.01	86094861	\$14.00	\$21.40	\$0.00	\$35.40	1,672,000	1,674,000	2,000
Overall Charges:						\$1,854.72	Overall Water Usage:		128,800

Water/Sewer Monthly Comparison CY 2016 to Current											
	2017		2018		2019		2020		2021		
January	\$2,142.85	122,300	\$1,458.89	83,400	\$1,485.10	79,100	\$3,419.82	217,800	\$1,640.36	85,300	
February	\$1,287.76	59,600	\$2,500.97	144,800	\$1,458.19	74,100	\$2,308.87	140,600	\$1,743.64	109,000	
March	\$4,076.62	292,100	\$2,271.05	138,300	\$1,809.53	96,700	\$1,715.03	97,800	\$1,854.70	128,800	
April	\$1,726.84	113,100	\$2,766.11	272,300	\$4,105.23	206,800	\$4,032.71	245,300			
May	\$7,807.49	413,000	\$3,951.58	304,600	\$7,349.43	450,700	\$4,577.16	288,700			
June	\$14,594.69	1,282,900	\$16,995.43	1,349,200	\$11,917.20	756,800	\$17,557.33	1,176,500			
July	\$15,450.93	1,152,500	\$18,540.31	1,391,400	\$15,669.89	973,600	\$18,256.51	1,222,700			
August	\$12,947.70	1,060,600	\$19,055.83	1,449,800	\$23,879.39	1,553,500	\$16,763.25	1,162,000			
September	\$11,419.68	968,000	\$16,345.46	1,328,800	\$22,850.15	1,425,100	\$16,454.55	1,131,800			
October	\$8,631.96	591,490	\$8,965.86	728,200	\$16,025.77	744,900	\$8,669.03	589,000			
November	\$1,852.34	176,000	\$2,967.17	195,100	\$7,391.65	338,900	\$2,418.11	139,300			
December	\$1,053.70	68,600	\$1,294.53	69,100	\$2,691.44	170,800					
YTD Total	\$82,992.56	6,300,190	\$97,113.19	7,455,000	\$116,632.97	6,871,000	\$96,172.37	6,411,500	\$5,238.70	323,100	

2021 Ice & Crane Report						
Date To	Crane Weekly	Crane Month	YTD Crane	Ice Weekly	Ice Month	YTD Ice
1/3/2021	10			shut down for maintenance		
1/10/2021	7.1			shut down for maintenance		
1/17/2021	4.6			shut down for maintenance		
1/24/2021	7.9			shut down for maintenance		
1/31/2021	12.9			shut down for maintenance		
Jan Total		42.5	42.5		0	0
2/7/2021	25.8			shut down for maintenance		
2/14/2021	12.5			shut down for maintenance		
2/21/2021	21.1			shut down for maintenance		
2/28/2021	35.2			shut down for maintenance		
Feb Total		94.6	137.1		0	0
3/7/2021	17.5			shut down for maintenance		
3/14/2021	22.2			5		
3/21/2021	14.2			14		
3/28/2021	21.6			4		
Mar Total		75.5	212.6		23	23
4/4/2021	25.4			29		
4/11/2021	21.5			10		
4/18/2021	24			54		
4/25/2021						
Apr Total		70.9	283.5		93	116
5/2/2021						
5/9/2021						
5/16/2021						
5/23/2021						
5/30/2021						
May Total		0	283.5		0	116
6/6/2021						
6/13/2021						
6/20/2021						
6/27/2021						
Jun Total		0	283.5		0	116
7/4/2021						
7/11/2021						
7/18/2021						
7/25/2021						
Jul Total		0	283.5		0	116
8/1/2021						
8/8/2021						
8/15/2021						
8/22/2021						
8/29/2021						
Aug Total		0	283.5		0	116
9/5/2021						
9/12/2021						
9/19/2021						
9/26/2021						
Sep Total		0	283.5		0	116
10/3/2021						
10/10/2021						
10/17/2021						
10/24/2021						
10/31/2021						
Oct Total		0	283.5		0	116
11/7/2021						
11/14/2021						
11/21/2021						
11/28/2021						
Nov Total		0	283.5		0	116
12/5/2021				shut down for maintenance		
12/12/2021				shut down for maintenance		
12/19/2021				shut down for maintenance		
12/26/2021						
12/31/2021				shut down for maintenance		
Dec Total		0	283.5			

Pioneer Dock - 2021 Water Usage							Deep Water Dock - 2021 Water Usage							
Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	Date	Vessel	Beg. Read	End Read	Gal.	Charged	Conx Fee	
2/16	Eagle	4,386,560	4,387,710	1,150	\$ 194.05	\$ 102.00	1/7	Bob Franco	11,693,500	11,697,550	4,050	\$ 194.05	\$ 102.00	
2/25	Pacific Wolf/DB	1,178,885	1,182,350	3,465	\$ 194.05	\$ 102.00	1/20	Endeavor	11,697,550	11,715,950	18,400	\$ 714.10	\$ 102.00	
3/1	Endeavor	11751000	11759400	8400	\$326.00	\$102.00	1/20	Bob Franco	11,715,950	11,719,940	3,990	\$ 194.05	\$ 102.00	
3/4	BOB FRANCO	11759400	11762650	3250	\$194.05	\$102.00	1/25	Perseverance	11,719,900	11,721,000	1,100	\$ 194.05	\$ 102.00	
3/8	PERSEVERANCE	11762650	11766450	3800	\$194.05	\$102.00	1/25	Bob Franco	11,721,000	11,722,990	1,990	\$ 194.05	\$ 102.00	
3/19	BOB FRANCO	11766000	11769000	3000	\$194.05	\$102.00	2/1	ENDEAVOR	11,722,990	11,725,020	2,030	\$ 194.05	\$ 102.00	
3/30	BOB FRANCO	11769750	11772750	3000	\$194.05	\$102.00	2/9	PERSEVERANCE	11,725,000	11,730,200	5,200	\$ 201.81	\$ 102.00	
Year to Date Totals:				26,065	\$ 1,490.30	\$ 714.00	2/15	ENDEAVOR	11,730,200	11,734,650	4,450	\$ 194.05	\$ 102.00	
Notes:							2/15	Bob Franco	11,734,650	11,739,100	4,450	\$ 194.05	\$ 102.00	
Washing down dock results in missing begin/end reads							2/19	PERSEVERANCE	11,739,100	11,744,600	5,500	\$ 213.46	\$ 102.00	
\$194.05 Min Charge							2/22	PERSEVERANCE	11,744,600	11,750,350	5,750	\$ 223.16	\$ 102.00	
\$102.00 CONX							3/25	PACIFIC WOLF / DB	4387710	4390684	2974	\$ 194.05	\$ 102.00	
							3/29	ENDEAVOR	4390685	4396405	5720	\$ 221.99	\$ 102.00	
											-			
							Year to Date Totals:					38,064	\$ 3,126.92	\$ 1,326.00
							Notes:							
							Washing down dock results in missing begin/end reads							
							\$194.05 Min Charge							
							\$102.00 CONX							

Deep Water Dock 2021

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/4	Endeavor	181	1055/1345	Cispri	506.00	52.00
1/13	Perseverance	207	0630/1625	CISPRI	788.00	\$52.00
1/15	Perseverance	207	1200/1800	CISPRI	788.00	\$52.00
1/20	Endeavor	101	1345/1715	CISPRI	\$506.00	\$52.00
1/22	Aveogan / Oliver Levitt	483	1315/	Crowley	\$1,762.00	\$52.00
1/23	Aveogan / Oliver Levitt	483		Crowley	\$1,762.00	--
1/24	Aveogan / Oliver Levitt	483	/1832	Crowley	\$1,762.00	--
1/25	Perseverance	207	1038/1715	CISPRI	\$788.00	\$52.00
2/1	ENDEAVOR	181	1040/1350	CISPRI	\$506.00	\$52.00
2/9	PERSEVERANCE	207	1000/1330	CISPRI	\$788.00	\$52.00
2/10	ENDEAVOR	181	1055/1101	CISPRI	\$506.00	\$52.00
2/12	TODD E PROPHET & EDWARD ITTA	530	0745/	OLYMPIC	\$2,154.00	\$52.00
2/12	ENDEAVOR	181	1345/1400	CISPRI	\$506.00	\$53.00
2/13	TODD E PROPHET & EDWARD I	530	/	OLYMPIC	\$2,154.00	--
2/14	TODD E PROPHET & EDWARD I	530	/0750		\$2,154.00	--
2/15	Pacific Wolf / DBL 55	395	0020/2300	KIRBY	\$1,206.00	\$52.00
2/15	ENDEAVOR	181	1100/1334	CISPRI	\$506.00	\$52.00
2/16	PERSEVERANCE	207	0855/	CISPRI	\$788.00	\$52.00
2/16	SASANOVA	332	0935/	CISPRI	\$1,005.00	\$52.00
2/17	PERSEVERANCE	207	--	CISPRI	\$788.00	--
2/17	SASANOVA	332	--	CISPRI	\$1,005.00	--
2/18	PERSEVERANCE	207	/1500	CISPRI	\$788.00	--
2/18	SASANOVA	332	/1900	CISPRI	\$1,005.00	--
2/19	PERSEVERANCE	207	0815/1830	CISPRI	\$788.00	\$52.00
2/22	PERSEVERANCE	207	0945/2000	CISPRI	\$788.00	\$52.00
3/1	ENDEAVOR	181	1130/1512	CISPRI	\$506.00	\$52.00
3/5	ENDEAVOR	181	1005/1840	CISPRI	\$506.00	\$52.00
3/8	PERSEVERANCE	207	0850/1318	CISPRI	\$788.00	\$52.00
3/15	ENDEAVOR	181	1000/1605	CISPRI	\$506.00	\$52.00
3/19	PERSEVERANCE	207	0900/1800	CISPRI	\$788.00	\$52.00
3/25	ISLAND EXPLORER / SEATAC	300	0730/	ALASKA SCRAP	\$788.00	\$52.00
3/26	ISLAND EXPLORER / SEATAC	300	920	ALASKA SCRAP	\$788.00	--
3/28	ENDEAVOR	181	0850/1245	CISPRI	\$506.00	\$52.00
3/29	PERSEVERANCE	207	0800/	CISPRI	\$788.00	\$52.00
3/30	PERSEVERANCE	207	/	CISPRI	\$788.00	--
3/31	PERSEVERANCE	207	/1230	CISPRI	\$788.00	--
04/22/21				Year to Date Totals:	\$33,637.00	\$1,301.00

Pioneer Dock 2021

Date	Vessel	LOA	Times	Billed	\$ Dock	Srv Chg
1/21	Bob Franco	120	0825/1115	Olympic	506.00	52.00
1/31	Pacific Wolf	395	0920/	Kirby	1,206.00	52.00
2/1	Pacific Wolf/DBL 55	395	--	Kirby Offshore	1,206.00	--
2/2	Pacific Wolf/DBL 55	395	/1810	Kirby Offshore	1,206.00	--
2/9	Pacific Wolf/DBL 55	395	1250/1610	Kirby Offshore	1,206.00	52.00
2/12	Bob Franco	120	2225/	Olympic	506.00	52.00
2/13	Bob Franco	120	/1215	Olympic	506.00	
2/16	Eagle	101	1135/2130	Olympic	506.00	52.00
2/17	Pacific Wolf/DBL 55	395	1800/2150	Kirby Offshore	1,206.00	52.00
2/25	Pacific Wolf/DBL 55	395	0100/2200	Kirby Offshore	1,206.00	52.00
3/18	PACIFIC WOLF / DBL 54	395	2200/0500	KIRBY	1,206.00	52.00
3/22	PERSEVERANCE	207	0935/1725	CISPRI	788.00	52.00
3/25	PACIFIC WOLF / DBL 54	395	0900/1315	KIRBY	1,206.00	52.00
3/29	ENDEAVOR	181	0830/1635	CISPRI	506.00	52.00
04/22/21				Year to Date Totals:	\$12,966.00	\$572.00

Ferry Landings 2021

	Pioneer Dock	Deep Water Dock
January	1	0
February	0	0
March	2	0
April		
May		
June		
July		
August		
September		
October		
November		
December		

PORT & HARBOR ADVISORY COMMISSION 2021 Calendar

	AGENDA DEADLINE	MEETING	CITY COUNCIL MEETING FOR REPORT*	ANNUAL TOPICS/EVENTS
JANUARY	Wednesday 1/20 5:00 p.m.	Wednesday 1/27 5:00 p.m.	Monday 2/8 6:00 p.m. [Stockburger]	<ul style="list-style-type: none"> • Reappointment Notices
FEBRUARY	Wednesday 2/17 5:00 p.m.	Wednesday 2/24 5:00 p.m.	Monday 3/8 6:00 p.m. [Zimmerman]	<ul style="list-style-type: none"> • Terms Expire February 1st • Election of Officers • Advisory Body Training Worksession
MARCH	Wednesday 3/17 5:00 p.m.	Wednesday 3/24 5:00 p.m.	Monday 4/12 6:00 p.m. [Zimmerman]	<ul style="list-style-type: none"> • City Budget Review/Develop Requests *may not be applicable during non-budget years
APRIL	Wednesday 4/12 5:00 p.m.	Wednesday 4/28 5:00 p.m.	Monday 5/10 6:00 p.m. [Erickson]	<ul style="list-style-type: none"> • Review of Strategic Plan/Goals & Commission's Policies
MAY	Wednesday 5/19 5:00 p.m.	Wednesday 5/26 6:00 p.m.	Monday 6/14 6:00 p.m. [Siekaniec]	
JUNE	Wednesday 6/16 5:00 p.m.	Wednesday 6/23 6:00 p.m.	Monday 6/28 6:00 p.m. [Ulmer]	
JULY	Wednesday 7/21 5:00 p.m.	Wednesday 7/28 6:00 p.m.	Monday 8/9 6:00 p.m. [Ulmer]	
AUGUST	Wednesday 8/18 5:00 p.m.	Wednesday 8/25 6:00 p.m.	Monday 9/13 6:00 p.m. [Matthews]	<ul style="list-style-type: none"> • Capital Improvement Plan Review
SEPTEMBER	Wednesday 9/15 5:00 p.m.	Wednesday 9/22 5:00 p.m.	Monday 9/27 6:00 p.m. [Zeiset]	
OCTOBER	Wednesday 10/20 5:00 p.m.	Wednesday 10/27 5:00 p.m.	Monday 11/22 6:00 p.m.	<ul style="list-style-type: none"> • AAHPA Conference
NOVEMBER		No Regular Meeting		<ul style="list-style-type: none"> • Seattle Fish Expo
DECEMBER	Wednesday 12/15 5:00 p.m.	Wednesday 12/22 5:00 p.m.	Monday 1/10/22 6:00 p.m.	<ul style="list-style-type: none"> • Land Allocation Plan Review

*The Commission's opportunity to give their report to City Council is scheduled for the Council's regular meeting following the Commission's regular meeting, under Agenda Item 8 – Announcements/ Presentations/ Borough Report/Commission Reports. Reports are the Commission's opportunity to give Council a brief update on their work.