



City and Borough of Wrangell
Port Commission
AGENDA

Thursday, February 02, 2023
5:30 PM

Location: Borough Assembly Chambers
City Hall

WORK SESSION

Date and Time

a.

The Port Commission will be holding a Work Session on Thursday, February 2, 2023, from 5:30 to 6:30 PM on the following item:

Insurance Discussion on Vessels In Wrangell Harbors

Although a quorum of the

Port Commission will be present at the Work Session, no action will be taken.

5:30PM-6:00PM Mason Villarma Finance Director

6:00PM-6:30 P-W Insurance with Susan Erickson

The Port Commission meeting will Follow the Work Session at 6:30 PM.

b. Audit

c. Insurance Moorage Agreements from Homer and Juneau

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF MINUTES (*MOTION - Move to approve the Minutes, as presented*)

a. January 5th Minutes

4. AMENDMENTS TO THE AGENDA

5. CORRESPONDENCE

6. PERSONS TO BE HEARD

7. HARBORMASTER'S REPORT

a. Harbormasters Report February 2023

8. COMMISSIONER REPORTS

9. UNFINISHED BUSINESS

- a. Insurance Discussion

10. NEW BUSINESS

- a. Port Commission Elections

11. NEXT AGENDA ITEMS

12. ADJOURN

Exhibit K-9

City and Borough of Wrangell, Alaska

Port Enterprise Fund
Statement of Net Position

June 30,	2021	2020
Assets and Deferred Outflows of Resources		
Current Assets		
Cash and investments	\$ 2,531,602	\$ 1,593,129
Receivables:		
Accounts	183,767	141,924
Grants	-	861,591
Accrued interest	32	32
Less allowance for doubtful accounts	(30,000)	(30,000)
Net receivables	153,799	973,547
Total Current Assets	2,685,401	2,566,676
Noncurrent Assets		
Restricted cash and investments - harbor improvements	689,100	690,725
Net other postemployment benefits asset	45,203	3,631
Capital assets:		
Land	948,333	948,333
Harbor floats, docks and improvements	44,479,718	34,166,661
Travel lift	18,391,507	18,391,507
Gridiron	154,636	154,636
Buildings	222,466	222,466
Equipment	391,826	348,359
Paving	2,530,923	2,530,923
Construction in progress	22,750	10,209,434
Total capital assets	67,142,159	66,972,319
Less accumulated depreciation	(30,034,721)	(27,851,433)
Net capital assets	37,107,438	39,120,886
Total Noncurrent Assets	37,841,741	39,815,242
Total Assets	40,527,142	42,381,918
Deferred Outflows of Resources		
Related to pensions	75,347	78,854
Related to other postemployment benefits	33,335	51,357
Total Deferred Outflows of Resources	108,682	130,211
Total Assets and Deferred Outflows of Resources	\$ 40,635,824	\$ 42,512,129

Exhibit K-9, continued

City and Borough of Wrangell, Alaska

Port Enterprise Fund

Statement of Net Position, continued

June 30,	2021	2020
Liabilities, Deferred Inflows of Resources, and Net Position		
Liabilities		
Current Liabilities		
Accounts payable	\$ 100,745	\$ 516,545
Accrued leave	28,686	21,248
Unearned revenue	689,100	689,100
Interfund loans	21,942	21,942
Total Current Liabilities	840,473	1,248,835
Long-term Liabilities		
Interfund loans, net of current portion	20,727	42,669
Net pension liability	539,074	577,445
Net other postemployment benefits liability	875	18,892
Total Long-term Liabilities	560,676	639,006
Total Liabilities	1,401,149	1,887,841
Deferred Inflows of Resources		
Related to pensions	-	7,423
Related to other postemployment benefits	36,651	18,204
Total Deferred Inflows of Resources	36,651	25,627
Net Position		
Net investment in capital assets	37,107,438	39,120,886
Restricted	-	1,625
Unrestricted	2,090,586	1,476,150
Total Net Position	39,198,024	40,598,661
Total Liabilities, Deferred Inflows of Resources, and Net Position	\$ 40,635,824	\$ 42,512,129

City and Borough of Wrangell, Alaska

Exhibit K-10

Port Enterprise Fund

Statement of Revenues, Expenses and Changes in Net Position

Years Ended June 30,	2021	2020
Operating Revenues		
Municipal dock:		
Storage fees	\$ 9,511	\$ -
Wharfage fees	25,863	42,776
Dockage fees	27,942	68,730
Port development fees	2,460	43,884
Total municipal dock	65,776	155,390
Small boat harbor:		
Stall rentals and transient fees	744,052	781,925
Penalties and late fees	7,534	10,787
Materials sales	(2,193)	8,500
Other revenues	5,819	694,485
Total small boat harbor	755,212	1,495,697
Travel lift:		
Lift fees	201,349	136,504
Storage fees	294,502	304,641
Electric revenues	12,308	13,940
Total travel lift	508,159	455,085
Total Operating Revenues	1,329,147	2,106,172
Operating Expenses		
Municipal dock	101,844	85,919
Small boat harbor	309,549	364,891
Travel lift	343,731	369,777
General and administrative	182,413	136,596
Depreciation	2,183,288	1,916,170
Total Operating Expenses	3,120,825	2,873,353
Loss from Operations	(1,791,678)	(767,181)
Nonoperating Revenues		
Investment income	1,190	1,236
State PERS relief	30,563	31,489
State raw fish tax	-	284,469
State fisheries business tax	359,288	5,250
Total Nonoperating Revenues	391,041	322,444
Loss before capital contributions	(1,400,637)	(444,737)
Capital contributions	-	460,353
Change in Net Position	(1,400,637)	15,616
Net Position, beginning	40,598,661	40,583,045
Net Position, ending	\$ 39,198,024	\$ 40,598,661

City and Borough of Wrangell, Alaska

Exhibit K-11

Port Enterprise Fund
Statement of Cash Flows

Years Ended June 30,	2021	2020
Cash Flows from (for) Operating Activities		
Receipts from customers and users	\$ 1,287,304	\$ 1,445,836
Payments for interfund services used	(49,759)	(59,088)
Payments to suppliers	(788,189)	(291,694)
Payments to employees	(542,795)	(611,875)
Net cash flows provided by (used for) operating activities	(93,439)	483,179
Cash Flows from (for) Noncapital Financing Activities		
State fish taxes received	359,288	289,719
Cash Flows from (for) Capital and Related Financing Activities		
Purchase of property, plant and equipment	(169,840)	(1,615,537)
Principal payments on loan payable to other fund	(21,942)	(21,942)
Capital contributions received	861,591	-
Net cash flows from (for) capital and related financing activities	669,809	(1,637,479)
Cash Flows from Investing Activities		
Investment income received	1,190	1,304
Net Increase (Decrease) in Cash and Investments	936,848	(863,277)
Cash and Investments, beginning	2,283,854	3,147,131
Cash and Investments, ending	\$ 3,220,702	\$ 2,283,854
Reconciliation of Cash and Investments to Statement of Net Position		
Cash and investments	\$ 2,531,602	\$ 1,593,129
Restricted cash and investments	689,100	690,725
Total Cash and Investments	\$ 3,220,702	\$ 2,283,854
Reconciliation of Loss from Operations to Net Cash		
Flows from Operating Activities		
Loss from operations	\$ (1,791,678)	\$ (767,181)
Adjustments to reconcile loss from operations to net cash flows from (for) operating activities:		
Depreciation	2,183,288	1,916,170
Noncash expense - PERS relief	30,563	31,489
(Increase) decrease in assets:		
Accounts receivable	(41,843)	23,163
Net other postemployment benefits asset	(41,572)	(3,631)
(Increase) decrease in deferred outflows of resources:		
Related to pensions	3,507	10,305
Related to other postemployment benefits	18,022	(2,868)
Increase (decrease) in liabilities:		
Accounts payable	(415,800)	40,080
Accrued leave	7,438	4,960
Unearned revenue	-	(683,499)
Net pension liability	(38,371)	29,972
Net other postemployment benefits liability	(18,017)	(94,280)
Increase (decrease) in deferred inflows of resources:		
Related to pensions	(7,423)	618
Related to other postemployment benefits	18,447	(22,119)
Net Cash Flows from (for) Operating Activities	\$ (93,439)	\$ 483,179

City and Borough of Wrangell, Alaska

Exhibit K-12

Port Enterprise Fund
Schedule of Operating Expenses

<i>Years Ended June 30,</i>	2021	2020
Municipal Dock		
Salaries	\$ 30,391	\$ 42,218
Employee benefits	17,213	22,164
Materials and supplies	2,190	754
Utilities	5,517	5,470
Allocated vehicle charges - garage	20	1
Repairs and maintenance	46,513	15,312
Total Municipal Dock	101,844	85,919
Small Boat Harbor		
Salaries	136,260	136,203
Employee benefits	56,526	54,747
Allocated salaries - public works	180	307
Materials and supplies	5,756	8,329
Utilities	74,318	85,009
Repairs and maintenance	13,276	66,168
Allocated vehicle charges - garage	4,878	2,172
Publications	578	-
Miscellaneous expense	17,777	11,956
Total Small Boat Harbor	309,549	364,891
Travel Lift		
Salaries	191,984	194,720
Overtime salaries	12,132	13,438
Employee benefits	70,883	102,831
Materials and supplies	21,449	4,796
Utilities	21,700	19,338
Allocated vehicle charges - garage	1,847	230
Publications	-	1,565
Repairs and maintenance	23,736	32,859
Total Travel Lift	343,731	369,777
General and Administrative		
Salaries	8,881	2,354
Allocated overhead - finance	26,794	24,263
Travel and training	-	4,385
Professional services	36,866	7,720
Telephone	8,896	7,090
Materials and supplies	5,772	6,438
Allocated vehicle charges - garage	16,040	32,115
Insurance	62,426	23,343
Repairs and maintenance	1,247	1,936
Utilities	-	13
Credit card expense	10,947	15,174
Publications	4,544	11,765
Total General and Administrative	182,413	136,596
Depreciation	2,183,288	1,916,170
Total Operating Expenses	\$ 3,120,825	\$ 2,873,353



Account: _____ Stall: _____

PREFERENTIAL MOORAGE AGREEMENT

July 1 through June 30

OWNER(S): _____

Driver License No.: _____ State of Issue: _____ DOB: _____ Tax Exempt #: _____

Mailing Address: _____ City: _____ State: _____ ZIP: _____

Residence Address: _____ City: _____ State: _____ ZIP: _____

Phone: (Home) (____) _____ (Work) (____) _____ (Cell) (____) _____

E-mail _____ Is your vessel used as a residence (circle one)? **Y** **N**

Emergency contact/caretaker name & phone: _____

BOAT NAME: _____ **AK Registration No.:** _____

ADF&G No.: _____ **Doc. No.:** _____ **Home Port:** _____

Length Overall: _____ **Beam:** _____ **Auxiliary punt/skiff?** **Y** **N** **AK#:** _____

This moorage agreement does not guarantee that you will not be moved from your current assigned slip for reasons of safety, good working order, or other unforeseen circumstances as determined by the Harbormaster. Prior to assigning moorage, CBJ Harbors will verify if the applicant or assignee owes any past due amounts to the Harbors Department, or if the applicant or assignee has been a party to an impounded boat proceeding. If either of these conditions are present, you will be denied mooring privileges.

IMPORTANT NOTICE / READ BEFORE SIGNING

I hereby request reserved mooring privileges with the City and Borough of Juneau ("CBJ") Municipal Harbors for the above described vessel. If approved, I agree to abide by CBJ Code Title 85, and the rules and regulations established pursuant to Title 85 (copies are available at the Harbor Office/ City Clerk's Office). I understand and agree that this request, if approved, shall apply to the described vessel only and is **not transferable**. In the event of a change of vessels, a new agreement must be executed.

I agree to provide the Harbor Office with **PROOF OF CURRENT MARINE INSURANCE**. I understand that should I fail to provide valid proof of marine insurance I will be billed \$0.25 per foot per month as a moorage surcharge for vessel salvage and disposal fees.

I understand that reserved moorage fees for July 1 to June 30 are due on or before July 1 of the current year. I also understand that I may pay monthly reserved moorage fees **IN ADVANCE**, which are due no later than the first business day of the month. Failure to pay IN ADVANCE by the first business day of the month will automatically revert to the DAILY FEES charged. If I fail to pay the prescribed fees by the last business day of the month, all my rights to the assigned space shall terminate, CBJ may impound my vessel and may assign the space to others on the applicable waiting list.

I agree to pay applicable fees for moorage and for other services which I, or my agent described above, order. I agree to pay other fees without order as the Harbor staff determines to be necessary in an emergency to protect the Harbor facility or my vessel from damage. I hereby agree that unpaid fees shall become a lien against the described vessel and I agree to pay such fees plus whatever costs, interest, and attorney's fees may be incurred in the collection of such fees.

I agree that this application is a request for the privilege of moorage space only. Nothing contained in this application or in the ordinances and rules of the CBJ has been or shall be interpreted by me to impose upon the CBJ any obligation or responsibility for the care and protection of any private property, including the vessel described above. I hereby expressly consent and authorize the CBJ to move the above described vessel in the event the CBJ determines that: moorage fees are not paid, ordinances or regulations are violated, or there is an emergency. I further agree to hold the CBJ harmless against loss or damage to my vessel, including its equipment, gear, lines, articles, or other personal property attached or related to said vessel, resulting from use of the CBJ facilities or the above mentioned vessel.

I hereby certify that I have a qualifying interest in the above described vessel as defined in the CBJ Harbor Rules and that I have not sold or contracted to sell said vessel.

Signed: _____ Date: _____
(Authorized boat owner/agent)

Signed: _____ Date: _____
(Authorized boat owner/agent)

Signed: _____ Date: _____
(Authorized boat owner/agent)

I CERTIFY BY MY SIGNATURE THAT THE INFORMATION I PROVIDE IS TRUE, COMPLETE, AND ACCURATE.

MAY SIGN ONCE PER YEAR IF NOTHING HAS CHANGED.



City of Homer

www.cityofhomer-ak.gov

Port and Harbor
4311 Freight Dock Item c.

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

RESERVED STALL

Vessel Moorage Agreement

Vessel Name: _____ Make: _____ ☐ Power ☐ Sail

Vessel Registration Number: *Please fill out at least one*

Coast Guard DOC #: _____ AK Reg. #: _____

AK Dept. Fish & Game #: _____ Assigned Harbor #: _____

Length Overall: _____ **Measured furthest point forward to furthest point aft**

Beam: _____ Draft: _____ Hull Material: _____ ☐ Inboard ☐ Outboard

Hull Color: _____ House Color: _____ VHF Radio Onboard: ☐ Yes ☐ No

Primary Use: ☐ Commercial Tow ☐ Commercial Fish ☐ Pleasure ☐ Other: _____
☐ Commercial Freight ☐ Charter ☐ Passenger

Owner: _____ Dr. Lic. #: _____ State of Issue: _____

Federal Tax ID # (if applicable): _____

Phone: Home: _____ Work: _____ Cell: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ I want: ☐ Mail Statements ☐ E-mail Statements

How to Reach in a Boat Emergency: _____ Local Caretaker or Contact: _____

Operator Same As Owner: ☐

Operator: _____ Dr. Lic. #: _____ State of Issue: _____

Phone: Home: _____ Work: _____ Cell: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

City Use Only

(Signature Required on Other Side)

Acct #: _____

Stall: _____

The City of Homer, Alaska ("City") and the vessel owner or operator identified herein ("Owner") enter into the following agreement, including the reverse side (Attachment A)

1. **Moorage:** City grants Owner preferential use of the stall that City assigns from time to time only to moor the vessel identified in Attachment A (the "Vessel"), subject to these terms and conditions. City may change the stall assignment, and permit other vessels to occupy the assigned stall whenever the Vessel is absent from the stall, without any refund or reduction in the moorage fee payable by Owner. Owner shall notify the Harbormaster in advance whenever the Vessel shall be absent from its assigned stall for more than five days, and at least 24 hours before its return.
2. **Ownership:** For purposes of this agreement, the owner of the Vessel and party to this Agreement is the individual or entity claiming ownership of the vessel and executing this agreement. Any individual or entity represented as the owner of the vessel in this agreement hereby concedes to his, her or its ownership of the vessel and responsibility for it. An entity must designate an agent with authority to enter into this agreement on behalf of the entity and bind the entity by the terms of this agreement. An entity Owner shall notify the City in writing of any sale, transfer, merger or any other change in ownership of the Owner no more than thirty days after the change becomes effective. Failure to notify the Harbormaster of a change of ownership as required in this section or notification of a change that alters the nature of the enterprise or the use of the stall or Vessel shall make this agreement voidable by the City.
3. **Fees, Charges and Renewal:** Owner shall pay the reserved stall moorage fee for the Vessel in advance for a one-year period commencing October 1 and ending September 30 of the following year, and shall provide current proof of ownership of vessel annually. Owner shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. If City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner shall pay all charges therefor at the rates provided for in the Homer City Code or the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its tackle, fixtures, equipment and furnishings. City may change moorage fees and other charges at any time during the term of this agreement, and Owner shall pay any increased fees and charges as of their effective date.
4. **Compliance with Laws and Regulations:** Owner shall comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. City, its employees and agents shall have access to the Vessel to inspect for compliance with this agreement and to move the Vessel to protect against any casualty or potential hazard. City assumes no responsibility to take any such action or for any resulting damage to the Vessel, its tackle, fixtures, equipment, furnishings.
5. **No Sale or Assignment of Moorage Space:** Owner may not assign or transfer this agreement or the moorage stall assigned to the Vessel without written consent by the Harbormaster. Transfer or assignment of this agreement may only occur after the harbormaster determines that 1) the Owner is in full compliance with this agreement; 2) there has been a change of ownership of an entity, reorganization of an agency, or death of an individual owner; and 3) the nature of the owner'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. Owner or his, her or its successor or heir requesting an assignment or transfer must submit a written request for a transfer or assignment no more than 30 days after the change in ownership, death or reorganization occurs.
6. **Change in Vessel:** Owner may not use the assigned stall for any vessel other than the Vessel. Owner shall notify City within fifteen (15) days after obtaining title to and designating the new Vessel and provide the harbormaster with 1) a new signed Reserve Stall Moorage Agreement showing the vessel fits the size criteria for the stall 2) pay appropriate "change boat" fee, and 3) provide proof of ownership on the Vessel.
7. **No Sublease of Moorage Space:** The reserve stall may not be made available by the Owner to any individual, group or entity in exchange for money, goods, services or any other benefit.
8. **Termination:** Either party may terminate this agreement after thirty (30) days' notice to the other. Except as otherwise provided in this agreement, this agreement terminates upon Owner's transfer of title to the Vessel. City may terminate this agreement summarily by giving notice of any violation of this agreement, including without limitation failure to comply with applicable laws, regulations or rules. The remedy in this paragraph is in addition to any other remedies under this agreement, statute or ordinance, or otherwise. Notwithstanding such termination, Owner remains responsible for all fees and charges incurred by the Vessel until the Vessel becomes subject to a new moorage agreement.
9. **City's Right to Remove or Impound:** Upon termination of this agreement, and in any circumstances where authorized in the Homer City Code (including without limitation when moorage fees or other charges are more than thirty (30) days past due), City may remove the Vessel from the Harbor at Owner's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same.
10. **WAIVER OF RESPONSIBILITY AND INDEMNITY:** (1) City is only a lessor of moorage space and not a bailee under this agreement, does not accept the Vessel or its tackle, fixtures, equipment or furnishings for storage, warehousing or safekeeping, and shall not be liable for loss or damage to the Vessel or its tackle, fixtures, equipment or furnishings. City will not be liable for death or injury to persons or damage to property suffered by Owner, its employees, agents, invitees or passengers, arising from any cause upon Harbor facilities or any premises adjacent thereto. City has no duty to provide services to the Vessel to protect it from damage. (2) Owner shall defend, indemnify and hold City, its officers, employees and agents, harmless from any claim, demand, loss, damage or expense (including without limitation claims for personal injury, death, environmental pollution or property damage) ("Claim") arising out of, resulting from or in any way connected with this agreement or the use of the Harbor or its facilities hereunder by Owner, its employees, agents, invitees or passengers; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises out of the sole negligence or intentional misconduct of City.
11. **Term:** This agreement shall become effective on October 1 of the first reserved stall year and shall remain in force until terminated pursuant to paragraph 8. If the Vessel remains in the Harbor after termination or expiration of this agreement, Owner shall pay transient moorage fees, and no refund or credit shall be granted if Owner later executes an agreement providing for a lower rate.
12. **Notice:** Billings and notices to Owner are deemed delivered on the date when deposited in the United States mail with proper postage, addressed to Owner at the address for notices in Attachment A, which Owner may change by notice to the Harbormaster. The name and address provided on this agreement and on Attachment A are subject to public disclosure.
13. **Insurance:** Owner shall maintain in effect during the term of this agreement liability insurance covering Owner's employees, invitees and passengers, and covering damage to Harbor property and other vessels and facilities by the operation of the Vessel. If the Vessel carries passengers for hire, the liability insurance shall cover bodily injury, including death, in an amount not less than \$100,000 per person, \$300,000 combined single limit per occurrence (including property damage). All required policies of liability insurance shall name City as an additional insured with waiver of subrogation.
14. **Seaworthiness-Underway Policy:** Owner shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. On at least two days in each calendar year, separated by at least 60 days, the Vessel shall depart the Harbor, travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks and return to the Harbor, all under its own power. If the Vessel fails to comply with this requirement, the moorage charge for the Vessel shall be increased by 50% commencing when the Vessel fails to comply and continuing during the period of non-compliance.
15. **Entire Agreement-Applicable Law:** This constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties. This agreement shall be governed by the laws of the State of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM THE RESERVED STALL LESSEE FOR THE VESSEL DESCRIBED ON ATTACHMENT A, THE OWNER OF THE VESSEL AND PARTY TO THIS AGREEMENT, I CERTIFY THAT THE INFORMATION ON ATTACHMENT A IS CORRECT AND AGREE THAT I AM RESPONSIBLE FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____ Date: _____

Printed Name: _____

Authorized Agent for: _____



City of Homer

www.cityofhomer-ak.gov

Port and Harbor Item c.

4311 Freight Dock

Homer, AK 99603

port@cityofhomer-ak.gov

(p) 907-235-3160

(f) 907-235-3152

TRANSIENT

Vessel Moorage Agreement

Vessel Name: _____ Make: _____ ☐ Power ☐ Sail

Vessel Registration Number: *Please fill out at least one*

AK Reg. #: _____ AK Dept. Fish & Game #: _____

Coast Guard Doc #: _____ Assigned Harbor #: _____

Length Overall: _____ **Measured furthest point forward to furthest point aft**

Beam: _____ Draft: _____ Hull Material: _____ ☐ Inboard ☐ Outboard

Hull Color: _____ House Color: _____ VHF Radio Onboard: ☐ Yes ☐ No

Primary Use: ☐ Commercial Tow ☐ Commercial Fish ☐ Pleasure ☐ Other: _____
☐ Commercial Freight ☐ Charter ☐ Passenger

Owner: _____ Dr. Lic. #: _____ State of Issue: _____

Phone: Home: _____ Work: _____ Cell: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

E-Mail Address: _____ I want: ☐ Mail Statements ☐ E-mail Statements

How to Reach in a Boat Emergency: _____ Local Caretaker or Contact: _____

Operator Same As Owner: ☐ Operator: _____ Dr. Lic. #: _____ State: _____

Phone: Home: _____ Work: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

City Use Only

(Signature Required on Other Side)

Acct #:

CITY OF HOMER, PORT & HARBOR

4311 Freight Dock Road, Homer, Alaska 99603

907-235-3160 • (fax) 907-235-3152 • (website) <http://port.ci.homer.ak.us>

TERMS AND CONDITIONS OF TRANSIENT MOORAGE AGREEMENT

The City of Homer, Alaska ("City") and the vessel owner or operator identified herein ("Owner") enter into the following agreement, including the rev Item c.
(Attachment A)

1. Moorage: City grants Owner permission only to moor the vessel identified in Attachment A (the "Vessel") in the transient moorage area designated by yellow painted bull rails in the Harbor on a first come/first served basis, subject to these terms and conditions. Owner is not assigned any space on a preferential or indefinite basis, and agrees that City has the right in its discretion to move, or to require Owner to move, the Vessel to any other space or other location in the Harbor at any time and for any purpose. Upon the departure of the Vessel from the Harbor, neither Owner nor the Vessel has any preference or priority for moorage upon returning to the Harbor.

2. Fees and Charges: Owner shall pay the transient moorage fee for the Vessel on a daily, monthly, semiannual or annual basis (each a transient moorage period), and shall pay when due all other charges, accrued interest and surcharges established by the Harbor Tariff from time to time. The transient moorage fee commences upon the Vessel's arrival in the transient moorage area. Daily or monthly moorage fees that are prepaid before the 25th day of the month before the month to which the fees apply shall be subject to a discount as provided in the Harbor Tariff. If City, in its sole discretion, provides services, repairs or salvage to the Vessel for its protection, Owner shall pay all charges therefor at the rates provided for in the Homer City Code or the Harbor Tariff. All delinquent fees and charges become a lien on the Vessel and its tackle, fixtures, equipment and furnishings. City may change moorage fees and other charges at any time during the term of this agreement, and Owner shall pay any increased fees and charges as of their effective date.

3. Compliance with Laws and Regulations: Owner shall comply with all applicable federal, state, and local laws and regulations and special instructions issued by the Harbormaster. City, its employees and agents shall have access to the Vessel to inspect for compliance with this agreement and to move the Vessel to protect against any casualty or potential hazard. City assumes no responsibility to take any such action or for any resulting damage to the Vessel, its tackle, fixtures, equipment, furnishings.

4. No Sale or Assignment of Moorage Space: Owner may not assign or transfer this agreement or the moorage space occupied by the Vessel. Owner may not use the moorage space for any vessel other than the Vessel. Owner shall notify City within fifteen (15) days after transferring title to the Vessel, and provide the name and mailing address of the transferee.

5. Termination: Either party may terminate this agreement after thirty (30) days' notice to the other. This agreement terminates upon Owner's transfer of title to the Vessel. City may terminate this agreement summarily by giving notice of any violation of this agreement, including without limitation failure to comply with applicable laws, regulations or rules. The remedy in this paragraph is in addition to any other remedies under this agreement, statute or ordinance, or otherwise. Notwithstanding such termination, Owner remains responsible for all fees and charges incurred by the Vessel until the Vessel becomes subject to a new moorage agreement.

6. City's Right to Remove or Impound: Upon termination of this agreement, and in any circumstances where authorized in the Homer City Code (including without limitation when moorage fees or other charges are more than thirty (30) days past due), City may remove the Vessel from the Harbor at Owner's risk and expense, and/or impound the Vessel, its tackle, fixtures, equipment and furnishings, and pursuant to notice, auction, sell or dispose of the same.

7. WAIVER OF RESPONSIBILITY AND INDEMNITY: (1) City is only a lessor of moorage space and not a bailee under this agreement, does not accept the Vessel or its tackle, fixtures, equipment or furnishings for storage, warehousing or safekeeping, and shall not be liable for loss or damage to the Vessel or its tackle, fixtures, equipment or furnishings. City will not be liable for death or injury to persons or damage to property suffered by Owner, its employees, agents, invitees or passengers, arising from any cause upon Harbor facilities or any premises adjacent thereto. City has no duty to provide services to the Vessel to protect it from damage. (2) Owner shall defend, indemnify and hold City, its officers, employees and agents, harmless from any claim, demand, loss, damage or expense (including without limitation claims for personal injury, death, environmental pollution or property damage) ("Claim") arising out of, resulting from or in any way connected with this agreement or the use of the Harbor or its facilities hereunder by Owner, its employees, agents, invitees or passengers; provided only this duty to defend, indemnify and hold harmless shall not apply if the Claim arises out of the sole negligence or intentional misconduct of City.

8. Term: This agreement shall become effective upon Owner's payment of the initial transient moorage fee, and shall remain in force until the earliest to occur of the following: (1) expiration of the current transient moorage period without payment for its renewal or extension; and (2) termination pursuant to paragraph 5. If the Vessel remains in the Harbor after termination or expiration of this agreement, Owner shall pay transient moorage fees on a daily or monthly basis whichever results in the lesser total charge, and no refund or credit shall be granted if Owner later executes an agreement providing for a lower rate.

9. Notice: Billings and notices to Owner are deemed delivered on the date when deposited in the United States mail with proper postage, addressed to Owner at the address for notices in Attachment A, which Owner may change by notice to the Harbormaster. The name and address provided on this agreement and on Attachment A are subject to public disclosure.

10. Insurance: Owner shall maintain in effect during the term of this agreement liability insurance covering Owner's employees, invitees and passengers, and covering damage to Harbor property and other vessels and facilities by the operation of the Vessel. If the Vessel carries passengers for hire, the liability insurance shall cover bodily injury, including death, in an amount not less than \$100,000 per person, \$300,000 combined single limit per occurrence (including property damage). All required policies of liability insurance shall name City as an additional insured with waiver of subrogation.

11. Seaworthiness-Underway Policy: Owner shall keep the Vessel seaworthy and capable of operating under its own power at all times, except for a reasonable time while undergoing repairs. On at least two days in each calendar year, separated by at least 60 days, the Vessel shall depart the Harbor, travel beyond the one quarter mile turning basin of the Pioneer and Deep Water Docks and return to the Harbor, all under its own power. If the Vessel fails to comply with this requirement, the moorage charge for the Vessel shall be increased by 50% commencing when the Vessel fails to comply and continuing during the period of non-compliance.

12. Entire Agreement-Applicable Law: This constitutes the entire agreement between the parties. No modification or amendment of this agreement shall be valid unless evidenced in writing and signed by both parties. This agreement shall be governed by the laws of the State of Alaska.

I HAVE READ AND AGREE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN AND CERTIFY THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE OWNER OR OPERATOR OF THE VESSEL DESCRIBED ON ATTACHMENT A. I CERTIFY THAT THE INFORMATION ON ATTACHMENT A IS CORRECT AND AGREE THAT I AM AUTHORIZED TO OBLIGATE THE PERSON ON WHOSE BEHALF I EXECUTE THIS AGREEMENT PERSONALLY FOR PAYMENT OF ALL FEES AND CHARGES INCURRED UNDER THIS AGREEMENT.

Signature: _____

Date: _____

Printed Name: _____

Minutes of the Regular Wrangell Port Commission Meeting

Held January 5th, 2023

Chairman John Martin called the Regular Port Commission meeting to order at 6:00 p.m.
January 5th, 2023

PRESENT: Martin, Yeager, Davies, Buness, Morrison

Harbormaster Steve Miller was also in attendance.

APPROVAL OF MINUTES

- a. Approval minutes from meeting November 3rd, 2022

M/S: Yeager/Buness to approve the minutes, as presented. Motion approved unanimously.

AMENDMENTS TO THE AGENDA - None.

CORRESPONDENCE/PERSONS TO BE HEARD –

James D. Leslie states his interest to buy tidelands Lot 15, Block 1-A the lot they have been leasing for their building.

HARBORMASTER'S REPORT

Steve attended the Annual Marine Expo in Seattle November 15th through the 17th. Every year Wrangell has a booth promoting the harbors and marine service center which has always been a great way to promote Wrangell services to the marine demographic.

New hires at the harbor continue their training with their new jobs, they are adapting quickly and now have all shifts covered. On December 25th we had a vessel sink that incurred substantial damage to our Fish and Game Float. There was a 2nd boat that almost sank but with the help from our Wrangell volunteer Fire Department were able to detain the problem. Big thanks to our volunteer Fire Department.

In the MSC we have finished our last quarterly report for the storm water pollution prevention plan and will be filing an annual report to the DEC. The Harbor will be shipping the first container of abandoned vessels this month and will be on track in the future to make the process smoother.

Dec 14 Steve attended a public forum for the 6-mile Zimovia deep water industrial site that was really productive with plenty of good ideas and tools to learn from, Steve would like to use these tools for future public forums.

COMMISSIONER REPORTS

Yeager- Would like to press on the fact abandoned vehicles are a problem in the harbor's parking lots, also would like to praise the harbor crew on the snow and ice removal this year so far in these cold months.

UNFINISHED BUSINESS

Insurance in the harbor's discussion has been moved to next Port Commission Meeting with a public workshop.

NEW BUSINESS

James D. Leslie states his interest to buy tidelands Lot 15, Block 1-A

The Tidelands have been in the Leslie Family for 44 years and currently has a building on this property. This property is no longer adjacent to water and could be considered uplands. The sale of this property will not affect the Ports and Harbors.

M/S: Buness/Yeager to recommend to approve motion as presented. Motion approved unanimously.

NEXT AGENDA ITEMS – Insurance.

The next Regular meeting February 3, 2023

Regular meeting adjourned at 7:15 p.m.

Harbormasters Report February 2023

Administration: We will be conducting interviews for the Administrative Assistant for the Ports and Harbors the second week of February. We have 4 applicants to interview. The Hiring committee consists of Mason Villarma, Calleigh Miller and the Harbormaster. We should be able to produce a suitable candidate out of this pool of applicants.

I am currently working with PN&D Engineers to complete a plan for a level 2 condition assessment of the concrete T dock in the Marine Service Center. They will be looking at the condition of the steel piling above and below the water, the piling caps and overall condition of the concrete panels. This part of the mill dock was built in 1998 and is used as our backup for barge loading and unloading if something happens to the barge ramp. At this assessment's completion, we will be informed of our maintenance needs for this pier.

We are currently working with Brightly previously Dude Solutions. This is a program currently used by Capital Facilities and Fleet at the city shop. This program will help with preventive maintenance and help track costs throughout the maintenance projects at the harbor and ports. We are moving to this program because many grants now require this matrix for maintenance costs. Once implemented it will also alert the crew to weekly, monthly, or annual preventative maintenance needs.

Harbors: The crew has been staying busy with different maintenance projects.

- Grease swing bearing and roller bearings on hoists at Reliance, Mill dock and Shoemaker Bay hoist.
- Replace bad light bulbs around outside and inside Harbor office including shop.
- Repaired decking outside of Harbor office.
- Cleaned changed oil in emergency pumps.
- Replaced fascia boards multiple harbors.
- Picked up garbage all harbor parking lots.
- Serviced oil collection sites Reliance, Inner Harbor, Heritage Harbor, Shoemaker Bay harbor parking lots.
- Created parts list for Fish and Game float damaged by sunken boat.
- Replace multiple dock lights Heritage harbor float including ramps.
- Cleaned and built storage shelving and work bench in dock sheds Heritage Harbor and Shoemaker Bay.



Port : Maintenance List for the port.

- Replace beach lines and pullies at barge landing.

Marine Service Center: The MSC continues to stay busy pulling vessels for winter maintenance needs. On slow days the crew is doing equipment maintenance and cleanup around the yard. They also help with harbor and port projects and complete online training assignments.