CITY OF WHITTIER

Port & Harbor Advisory Commission

Work Session Packet

January 5th, 2023

First and foremost, discontinue the use of the "Harbor Handbook" as it causes confusion and use the City Code as our guide moving forward. This will reduce confusion and make it clear what the regulations are.

Title 12 Issues

Many of these changes will need to find a place in Title 12 to be addressed.

- **Annual Transient Moorage Agreement (ATMA)**
    - This is addressed in our harbor handbook but not codified in Title 12.
    - ***Recommendation is to do away with the practice of the ATMA going forward.***
    - 5-day timeframe to notify the harbor of the sale of a vessel utilizing a bill of sale. Failure to do so will void the ATMA opportunity.
    - ATMA does not apply to trailerable vessels currently assigned to a stall.
    - A stallholder 60 days or more in past due to the harbor is ineligible.
    - The Harbormaster has the final decision on the ATMA application.

Current Language in the Harbor Handbook *Page 8-9*

If a preferential vessel is sold and the owner terminates their preferential moorage agreement, the buyer of that vessel may be assigned an Annual Transient Agreement at the discretion of the Harbormaster.

The following applies to current vessels taking advantage of the Annual Transient Moorage Agreement (ATMA) and for a person purchasing a vessel from a preferential stall holder:

- *The preferential owner must relinquish the stall that the vessel is currently assigned.*
    - *If the preferential owner is not relinquishing the stall, the new owner will only qualify for the Monthly Transient Moorage Agreement referenced in the next section.*
- *The ATMA is not an assigned stall agreement, it simply allows the owner the ATMA rate. Owners and operators of vessels shall contact the Harbormaster prior to arrival. Transient slips are assigned based on availability.*
- *To maintain the ATMA you must sign up for the appropriate wait list and pay any associated fees.*
- *An ATMA subjects the vessel to City of Whittier Personal Property Tax under Whittier Municipal Code, Title 3.*
- *When the ATMA is applied to a vessel, it shall only be applied one time over the life of the vessel while registered for moorage in the Whittier Harbor System.*
- *ATMA fees have two options for payment.*
    - *No later than January 15 of any given year to pay in full; or*
    - *No later than January 15/July 15 of any given year to pay semiannually. Failure to pay on the required dates will disqualify the vessel from the ATMA option.*

Current Language in Title 12

NONE

- **<u>Insurance Requirement</u>**
    - This is addressed in our Harbor Handbook and our preferential/annual moorage contracts but not in Title 12.
    - Recommend inserting the language from the Harbor Handbook into Title 12.
    - Must make the Harbor a "rider" on all insurance policies.
    - Failure to maintain insurance as required will result in forfeiture of stall.

Insurance References in Harbor Handbook

Page 8 *Preferential berth holders receive the privilege of occupying an assigned space only if the vessel requesting preferential moorage pays the prescribed fees including personal property taxes and provides proof of insurance for the vessel.*

Page 10 *The boat owner under a Harbor moorage contract agrees to maintain liability insurance for the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than $300,000 per occurrence. If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than $1,000,000 per occurrence. The City of Whittier should be named an additional interested party*

Insurance Reference in Title 12

NONE

Insurance Reference in Moorage Agreement

INSURANCE: *Vessel owner shall maintain in effect during the term of this agreement liability insurance insuring the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. The vessel owner shall provide the City Harbor* ***satisfactory proof of insurance*** *which will include a certificate of insurance****.*** *If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than $300,000.* ***If the vessel carries passengers for hire****, the commercial liability insurance shall be in an amount not less than $1,000,000.* ***The City shall deem the vessel owner in violation of this agreement if the vessel owner does not maintain and provide proof of the appropriate liability insurance****. If vessel owner fails to comply with the requirements of this Section, the city may terminate this Agreement.*

- **<u>Waitlist Process</u>**
    - We need to codify the process.
    - Currently there is a form to sign-up/renew for the waitlist.
    - Specifically, the process for the annual renewal, deadline, and failure to renew by the deadline set.
    - Address the requirement to occupy the assigned stall within a year of assignment with a qualifying vessel. Failure to do so will result in forfeiture of the stall.

Current Language in the Harbor Handbook

NONE

Current Language in Title 12

12.04.120 (B) A waiting list will be maintained by the harbormaster of names of persons requesting moorage space at times when no vacant space exists. As space becomes available, it will be offered to the first name on the waiting list whose vessel's size fits the criteria for the mooring space available.

Current Language on Waitlist *Renewal* Form

This is your Annual Renewal Notice for the City of Whittier wait list to a preferential moorage.

This wait list renewal and annual fee of $50 is due by January 1, 2022, to guarantee your position on the wait list. Please provide current contact information if you have had any recent changes. If you do not wish to remain on the waitlist, please sign and date return to address above.

For all inquiries regarding your wait list or payment, please do not hesitate to contact me or the Harbor staff at (907)472-2327, Ext. 7/240 or email at harbor@whittieralaska.gov.

Current Language on the Waitlist *Application* Form

The overall length of your vessel is figured by measuring the centerline from the furthest point to the furthest point; this includes the bowsprits, swim steps, dingy or any other protrusion. The cost of getting on each waiting list is $50 including tax. To remain on the list, you need to pay the annual charge of $50.00 no later than December 31, each year and you must be in good standing with the harbor. Although the harbor will send a reminder, it is your responsibility to renew. If you fail to pay your fee on time, you will be removed from the list. There are no exceptions to this rule. Only one individual's name may appear on the application to be accepted as a preferential berth holder. You do not need to own a vessel to be placed on a waiting list. If your name comes to the top of the list, you have three options: (a) Accept the slip, if you do not have a vessel, you have one year to obtain a vessel of the appropriate length. (b) Return to the bottom of the list. (c) Be removed from the list altogether. To remain on a wait list, you must; Inform the Harbor of any change in your address via phone, e-mail, or mail service. If your name comes to the top of the list, you will be notified by certified mail. If you do not respond within 30 days of the mailing notifying you of the stall, your name will be placed on the bottom of the waiting list. Provisions for the application are contained in Title 12 of Whittier Municipal Code 12.04.0120B. Any decision may be appealed to the Port and Harbor Commission.

- **<u>Launch Ramp Fees/Enforcement</u>**
    - Launch ramp fees mentioned in the Harbor Handbook but there is no Title to address daily/annual launch ramp fees.
    - There are no fines associated with the failure to pay for launching a vessel.
    - There are no provisions for harbor officers to be assigned as municipal officers to issue civil citations to users that fail to pay for launch ramp use.
    - There is no provision for patrons that have been cited with a civil fine issued by a municipal officer to dispute the citation.
    - Recommend codifying the launch ramp fees and a process to address the issuance and display of annual and daily launch ramp permits. (see next page for recommendations)

<u>Harbor Handbook References</u>

Duties of Vessel Owners

Page 16 *6. Vehicles and boat trailers must be removed from boat launch areas after a boat has been launched. Vehicles and trailers should park only in areas designated by the Harbormaster as parking areas. Vehicles and boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.*

7. Launching or hauling out boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats are launched in designated launching areas only

Boat Launch Ramp ***Page 19***

Boats on trailers may use the Harbor boat launch, however all vessels using the launch ramp must pay a fee at the Harbormaster's Office, the kiosk at the head of the launch ramp, or the kiosk at the front of the Harbor Office.

Vehicles and boat trailers must be removed from the boat launching area after the boat has been launched. Vehicles and their trailers should be parked only in designated parking areas. Vehicles and boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.

Launching or hauling out boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats are launched in designated launching areas only.

Current Title 12 Language

12.04.080(H) - Classification of harbor areas

The launch ramp may be used by the general public for launching or retrieving boats on wheeled trailers. Use of the ramp for any purpose shall be permitted only under the supervision of the harbormaster. The use of skids is prohibited, and the harbormaster may refuse the use of the ramp to those vehicles which, in his opinion, might overstress or otherwise damage the facility.

Recommendation for Launch Ramp Usage fees

Recreational boat launch fees.

(a) *Launch ramp permit required.* A boat trailer owner or vehicle owner (when launching vessels without a trailer) will obtain any and all necessary launch ramp permits for using the City of Whittier launch ramp facilities.

(b) *Assessment of launch ramp permit fees.* Launch ramp permit fees will be assessed as provided in section (h) of this regulation.

(c) *Payment of launch ramp permit fees.* An owner may pay the annual or daily launch ramp permit fee at any time during the calendar year. The owner must pay the launch ramp fees in advance of use.

(d) *Application requirements for all launch ramp permits.* An applicant can only purchase a launch ramp permit for trailer(s) or vehicle(s) the applicant owns. Each application for an annual launch ramp permit or supplemental launch ramp permit as provided in these regulations, must affirm the owner's home address by providing a valid driver's license and showing the address on the valid driver's license matches the address indicated on the trailer registration or vehicle registration. Trailers or vehicles with jointly registered owners require the same verification of driver's license address and vehicle or trailer registration address.

(e) *Permit decal.* Each trailer plate number or vehicle plate number shall be displayed with an indelible marker on the permit decal.

(f) *Additional launch ramp permits for owners of multiple trailers.*

(1) An applicant for a single annual launch ramp permit may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all requested supplemental launch ramp permits.

(2) If an applicant seeks to register a fourth trailer, the applicant must purchase an annual launch ramp permit. In purchasing this fourth annual launch ramp permit, the applicant may obtain up to two supplemental annual launch ramp permits. Administrative fees apply to any and all of these requested supplemental launch ramp permits.

(3) If an applicant needs additional launch ramp permits beyond the number outlined in (f)(1) and (f)(2) of this section, the applicant must purchase an annual launch ramp permit(s) for each additional trailer.

(4) Trailers titled by a business, corporation, partnership, or other legally binding relationship are not entitled to multiple trailer permits under this section.

(g) *Launch ramp permits for vehicular use of launch ramps by non-trailer vessels.*

(1) Vessels (including, but not limited to, kayaks, skiffs, canoes, rowboats, paddleboards, sailboats, inflatables and water toys) launched at facilities as outlined in section (a) of this regulation, to include the adjacent parking lots, are required to purchase a launch ramp permit.

(2) The launch ramp permit shall be conspicuously adhered to the vehicle in use at the facility.

(3) Individual vehicle owners will be provided the opportunity to obtain multiple additional launch ramp permits as provided in section (f) of this regulation. Administrative fees apply for all additional launch ramp permits.

(4) There are no additional fees for vehicles using the facilities noted in section (a) of this regulation which are not engaged in launching or recovering vessels.

(h) *Recreational launch ramp permit fees.* Recreational launch ramp permit fees, including administrative fees, will be assessed as follows:

Annual (January 1—December 31): $160.00

Daily: $25.00

Administrative fee for additional permit(s) or lost decal(s): $5.00 each

(i) *CPI adjustment.* The fees assessed in this section will be equal to the previous year's fee and adjusted by the Consumer Price Index - Urban Alaska (CPI) as reported by the Alaska Department of Labor & Workforce Development for the calendar year preceding the start of the calendar year. The Docks and Harbors Board may, by motion, take action to keep the fee the same as the previous year, or increase the fee in an amount less than the CPI adjustment.

- **<u>Parking & Camping Fees/Enforcement</u>**
    - Parking/camping is mentioned in Title 12 in several different areas.
    - There are no fines associated with failing to pay and/or parking or camping illegally.
    - There are no provisions for harbor officers to be assigned as municipal officers to issue civil citations to users that fail to pay to park or park illegally.
    - There are no provisions for harbor officers to be assigned as municipal officers to issue civil citations to users that fail to pay to camp in City campground.
    - There is no provision for patrons that have been cited with a civil fine issued by a municipal officer to dispute the citation.
    - Add a fine for parking non-qualifying vehicles in newly created oversized parking spots.
    - Recommend codifying parking (including vehicles with boat and camping trailers) and camping fees and include fines associated with illegal use of City parking and camping areas.
    - Require vehicles that are parked long term to be current with registration/insurance, in running condition and a key with the harbor office.

Current Title 12 Language

12.02.050(4) Port Director Duties

4. Remove or cause to remove to a place of safety, a motor vehicle trailer found parked within the port:

a. In violation of this chapter, or

b. In such a manner as to create a significant danger to the safety of persons or property;

12.04.080(J) Classification of Harbor Areas

J. Numbered or otherwise marked areas shall be set aside for the exclusive use of automobiles or boat-trailer parking by the general public at a fee. No automobile or boat-trailer owner shall have the exclusive right to any parking space or area nor shall he have the right to return to the same space or area if upon return it is found to be occupied by another automobile or boat trailer in areas designated for short-term parking or loading zones. No owner or operator of any automobile or boat trailer shall occupy parking space except for such reasonable times as are necessary while engaged in customary activities related to the small boat harbor

12.04.070(F)

F. The harbormaster shall have the duty and the exclusive power to post signs and to thereby designate the limit of harbor speeds, classification and use of harbor moorage and storage areas, and such other signs and notices necessary to inform the public of authorized or prohibited uses of harbor facilities. The harbormaster is authorized to direct all waterborne and vehicular traffic within the limits of the harbor boundaries, including designated parking and storage areas.

12.04.150(G)

G. Vehicles and boat trailers must be removed from boat launching areas after the boat has been launched, and parked only in areas designated and posted by the harbormaster as parking areas.

Vehicles and boat trailers parked in other than parking areas during the absence of the owner or operator shall be removed and impounded.

12.12.010 Public Campgrounds

For the purposes of this chapter the following words and phrases are defined as follows: Authorized officer means the city manager or the city manager's designee.

Camping or to camp or any word or phrase corollary thereto means:
(1) To remain overnight in any place other than within a permanent building affixed to the ground and designed for human habitation.
(2) To park any recreational vehicle designed for human habitation irrespective of the length of time of such parking;

12.12.075 Recreational Vehicles

No recreational vehicles used for sleeping or living purposes shall be parked for any period of time exceeding 24 hours except in a posted camp area and no cooking shall be done in any recreational vehicle outside of a posted camp site.

12.12.080 Boat Trailers

No vehicular trailer designed or used for the transportation of any boat shall be parked in any public campground except when in the possession of a person camping therein.

12.12.090 Abandon Property

Any personal property left unattended for more than 48 hours by the owner or person entitled to the possession thereof upon any lands owned, operated or maintained by the city as a public park or recreation area, and whether within or without an area designated as a public campground, shall thereafter be impounded by the authorized officer and such property shall be considered abandoned and shall be disposed of by the authorized officer in the manner provided by chapter 8.16 of this Code.

Current Harbor Handbook Language

Harbormaster ***Page 4***

The Harbormaster has the duty of enforcing all the rules and codes for Title 2, Title 3, Title 10, and Title 12 of the Whittier Municipal Code as applicable.

The Harbormaster supervises Harbor personnel and manages all Harbor facilities. The Harbormaster is also a peace officer of the City of Whittier and has exclusive power to designate Harbor speeds, classifications of all facilities' usage and may refuse moorage, storage, or facilities to any vessel or vessel owner, including aircraft and floatplanes, floating vessels, and/or any floating structure violating any provision of these regulations. The Harbormaster is authorized to direct and enforce provisions for any vehicular traffic within the Harbor boundaries to included parking and storage areas.

Duty of Vessel Owners ***Page 16***

6. Vehicles and boat trailers must be removed from boat launch areas after a boat has been launched. Vehicles and trailers should park only in areas designated by the Harbormaster as parking

areas. Vehicles and boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.

Boat Launch Ramp ***Page 19***

Vehicles and boat trailers must be removed from the boat launching area after the boat has been launched. Vehicles and their trailers should be parked only in designated parking areas. Vehicles and boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.

- **<u>Vessel Movement Requirement</u>**
    - The requirement for a vessel to leave the assigned stall at least three times a year is in the moorage agreement there is no Title 12 code to support the language.
    - Recommend codifying the requirements for a vessel to leave their assigned stall at least 3 times a year under the vessels installed power plant (not auxiliary power) operated from the vessels designed helm station and utilizing the vessels power, steering and controls as originally designed.
    - Sailboats without main propulsion by design (no inboard) may navigate from their stall using auxiliary power (kicker).
    - Failure to meet this requirement will result in forfeiture of the assigned stall, preferential/annual moorage agreement. Transient fees will be applied.

Current Language in Harbor Handbook

NONE

Current Language on Preferential/Annual Moorage Contract

SAFE CONDITION OF VESSEL: Every vessel must clear the Harbor under its own power on at least three occasions each year during Harbor Office hours. Two such occasions must be not less than three months nor more than six months apart. Failure to comply with this subsection shall raise a presumption that the vessel is a nuisance (12.040.020 Definitions).

Referenced Title 12.040.020 Purpose of Provisions

A. The purpose of this chapter is to protect and preserve the lives, health, safety and well-being of the people who have property in, or use or work upon, boats using the city's boat harbor facilities, or who make sales or deliveries of merchandise to boats therein, or who use these facilities in the course of visits for commercial or pleasure purposes; to protect the property of such boat owners by regulating the harbor and its facilities free of nuisance, fire, and health hazards; to make reasonable charges for the use of certain facilities to enable the city, insofar as possible, to pay the cost of maintenance, operation, and supervision of the city's boat harbor facilities from the revenue derived therefrom; to further all the provisions of this chapter as being liberally construed for the accomplishment of the purpose of protecting the general welfare and to operate the boat harbor on a nonprofit basis.

B. It is the intent of this chapter to encourage the use of facilities of the small boat harbor by pleasure boats, commercial fishermen, government vessels, and the general boating public. It is further the intent of this chapter to prevent and discourage the use of the facilities for commercial enterprise or by boats which have or may become a charge or nuisance to the city.

- **<u>Past Due Accounts/Collections</u>**
    - Need to codify individuals in arears are not privy to the use of harbor facilities or services

WHITTIER HARBOR HANDBOOK

Understanding the City of Whittier Harbor Laws and Rules

WHITTIER HARBOR
P.O. Box 639 Whittier, Alaska 99693
907-472-2327 Ext 6 Fax 907-472-2472
E-mail: harbor@whittieralaska.gov

Contents

PURPOSE 4
IMPLIED AGREEMENT 4
INJURY OR DAMAGE REPORTS 4
HARBORMASTER 4
DEFINITIONS 5
CHARGES AND FEES 5
Fee Schedule for Preferential and Annual Transient Moorage 5
Other Fee Provisions 5
WAIVER OF PREPAYMENT REQUIREMENT 6
PENALTY CHARGES ON DELINQUENT ACCOUNTS 6
CITY LICENSE 6
LIENS FOR UNPAID CHARGES, FEES, OR SERVICES 6
MERCHANDISE LIABILITY 6
MOORAGE 7
Preferential Berth Holder Moorage Agreement 7
Transient Moorage Agreement 8
Other Moorage Rules 9
HARBOR MOORAGE CONTRACT AGREEMENT 9
AIRCRAFT MOORAGE 10
DISPOSITION OF IMPOUNDED BOATS AND/OR PROPERTY 10
Notice to Owner 11
Hearing 11
Decision 12
Impoundment 12
Notice of Sale 12
DEPARTURES 13
WAIT LIST 14
DUTIES OF BOAT OWNERS 14
PROHIBITED ACTS 15
HARBOR FACILITIES AND SERVICES 17
Harbor Office 18
Communications 18
Bulletin Board 18
Passenger, Ocean, and City Docks: 18
Loading Zones 18

Boat Launch Ramp 19
Gridiron 19
Public Showers and Restrooms 19
Fishing 19
Boatlift 20
Boat Towing & Good Samaritan 20
Pumping 20
Winter Boat Watch and Snow Removal 20
Fresh Water 21
Utilities 21
Electrical Compliance 21
Garbage 22
Sewage Bilges or Holding Tanks 22
Environmental Oil Station (EVOS) Used Oil Disposal Station 22
Fueling 22
Medical Services 23
Firefighting 23
VIOLATIONS / PENALTIES 23
Appendix A 24
General Definitions 24
Appendix B 27
Harbor Jurisdiction 27
Appendix C 28
Whittier Map 28
Appendix D 31
Harbor Title 12.04 Code Changes Adopted February 16, 2021, by Ordinance #1-2021 During the Regular Council Meeting
WHITTIER FEE SCHEDULE 37

PURPOSE

This handbook is meant to be a user-friendly tool that explains provisions of Whittier Municipal Code Title 2 (Administration and Personnel), Title 3 (Revenue and Finance), Title 10 (Vehicles and Traffic), and Title 12 (Streets, Harbors, and Public Places) that pertain to the Whittier Small Boat Harbor. These provisions protect and preserve private and public property and the lives, safety, and health of persons who use the Whittier Small Boat Harbor.

IMPLIED AGREEMENT

The owner, operator, master, and/or agent of a vessel using or entering the small boat harbor shall follow all rules and regulations adopted by the City and any agreements, tariffs, or regulations adopted under Whittier Municipal Code Title 2, Title 3, Title 10, and/or Title 12.

All vessels entering City waters, or any City port and harbor facility shall comply with all applicable federal, state, and local laws and regulations.

INJURY OR DAMAGE REPORTS

Any person involved in an accident or incident which results in (1) the injury or death of a person and/or (2) any property damage shall immediately notify the Police (911 for emergencies or (907) 472-2340 for non-emergencies). If the incident occurs after hours, notification shall be given to the Police. A written report needs to be filed with the Harbormaster's office as soon as is practicable. The report should include the name and address of the person(s) involved, the type and extent of the injury or damage, the location where the accident or incident occurred, the date and time of the accident or incident and name of any witnesses.

HARBORMASTER

The Harbormaster has the duty of enforcing all the rules and codes for Title 2, Title 3, Title 10, and Title 12 of the Whittier Municipal Code as applicable.

The Harbormaster supervises Harbor personnel and manages all Harbor facilities. The Harbormaster is also a peace officer of the City of Whittier and has exclusive power to designate Harbor speeds, classifications of all facilities' usage and may refuse moorage, storage, or facilities to any vessel or vessel owner, including aircraft and floatplanes, floating vessels, and/or any floating structure violating any provision of these regulations. The Harbormaster is authorized to direct and enforce provisions for any vehicular traffic within the Harbor boundaries to included parking and storage areas.

The Harbormaster can establish moorage agreements and board or move any vessel within the boundaries of the Harbor for cause to include emergency and/or non-compliance to rules and/or regulations of the Harbor, the City of Whittier, the State of Alaska, and/or the Federal

government. The Harbormaster may also enlist the Whittier police department to make arrest(s) for violation(s) of the rules and regulations of the Harbor, the City of Whittier, the State of Alaska, and/or the Federal government. When applicable, the Harbormaster also has authority to issue Harbor ordinance violation tickets similar to traffic tickets (under WMC Title 10 - but applicable to boats). Tickets for improper moorage may be served by attachment to the vessel.

DEFINITIONS

For the purpose of the Harbor Handbook, the terms defined herein have the meaning provided in Appendix A unless the context requires otherwise. If there is any inconsistency between the definitions in this Handbook and Title 12 of the Whittier Municipal Code, the definitions in Title 12 of the Code apply.

CHARGES AND FEES

All service and equipment fees, costs, penalties, fines, and facility usage rates are governed by tariffs set by the Whittier City Council. All registration of boats, payments of moorage and other charges, and other Harbor facility business will be conducted at the Harbor Office.

The Harbor requires payment in advance or at the time of service. The Harbormaster may grant an exception to persons repairing their vessel.

Fee Schedule for Preferential and Annual Transient Moorage

The charges and fees for Preferential and/or Annual Transient moorage shall be charged in December and are due **January 15** for that year (January 1 – December 31).

Payments can be made in full or in two payments. The first payment (50% of the moorage) is due with the moorage agreement. The second payment (balance of moorage fee) is due **July 1** and must be received by **July 15**.

Failure to meet the payment schedule when due gives the Harbormaster the right to terminate the moorage agreement contract.

Other Fee Provisions

If the vessel in question is removed from the Harbor and a written request is made to cancel amoorage rental agreement prior to March 1st, a prorated refund shall be authorized.

The Harbormaster may charge a new renter on a prorated basis from the date of entry into the Harbor at their discretion.

Fees and/or charges are determined by overall boat length including bowsprits, swim steps or any other protrusions. For preferential berth holder moorage fees: if the boat is less than the finger length (or if the berth holder does not yet have a boat), the length of the finger for the slip size serves as a minimum.

Any account delinquent by sixty days constitutes justification for the Harbormaster to refuse all Harbor service(s) and is cause for impoundment of the vessel (except potential emergency entrance into the Harbor) until such fees are paid.

Payment for all applicable Harbor fees and charges will be paid by any acceptable form of payment. Checks, money orders, and cashier's checks should be made to Whittier Harbor.

If a personal check remitted for payment is declared NSF (non-sufficient funds) on three separate occasions, any agreements with the Harbor are nullified and the Harbor will move forward with any and all legal means of collecting on the debt and checks will no longer be accepted for that account (e.g. after three (3) NSF checks, the Harbor will only accept payment via credit card, money order, cash, or cashier's check). The check bearer will be charged applicable NSF fees by the Harbor. If the Harbormaster allows continued services to the check bearer, the check bearer will no longer be allowed to pay with personal checks and must remit all payments through credit card, money order, cash, or cashier's check.

WAIVER OF PREPAYMENT REQUIREMENT

The Harbormaster at his or her sole discretion may waive the payment-in-advance as to any or all category or categories of anticipated Harbor charges when the responsible party:

1. Has established credit worthiness acceptable to the Harbormaster.

2. The requesting customer, agent, and/or entity has personally accepted financial responsibility for any and all applicable charges for Harbor services, equipment, and/or facility usage.

3. The requesting customer, agent, and/or entity is enrolled in an automatic payment plan.

PENALTY CHARGES ON DELINQUENT ACCOUNTS

All invoices are delinquent twenty-five days after the date of the invoice and will be charged a penalty of 1.5% (18%APR) for each month or portion thereof that the invoice remains delinquent. Any and all extra expenses including legal expenses and/or litigation costs used to collect the debt shall also be assessed to, and payable by, such account(s).

CITY LICENSE

Anyone conducting business within the City of Whittier is required to have a City of Whittier Business License. This is in addition to any license required by the State of Alaska.

LIENS FOR UNPAID CHARGES, FEES, OR SERVICES

The City shall place a lien for any unpaid rentals, fees, or services. If any charges or fees are unpaid for a period of sixty consecutive days after due, any boat upon which such charges or fees have

accrued shall be impounded and disposed of in the manner provided in the Whittier Municipal Code.

MERCHANDISE LIABILITY

The Harbor and/or City is not liable for damage to, or loss of, any merchandise while it has been placed on a Harbor wharf or in a Harbor storage area.

MOORAGE

All owners or lessee(s) are required to register with the Harbormaster within four (4) hours of arriving in the Harbor during normal Harbor working hours. The period to register with the Harbormaster shall not exceed 24 hours. Failure to register after entering the Harbor is a violation. The Harbormaster has full authority and responsibility for making moorage assignments. Assignment of slips is Preferential or Transient (Daily/Monthly).

The practice of private "subleasing" is prohibited. No vessel with a length in excess of 100 feet shall be allowed to enter the Harbor under any circumstances other than extreme emergency or with Harbormaster approval for fueling purposes. Individual slips in the Harbor are designed to accommodate vessels 10% longer than the existing fingers. The Harbormaster will at his/her discretion, determine whether a vessel is excessively large for the float system and will not allow that vessel to secure to the float system. Barges, boathouses, boat shelters, log rafts, pile drivers, and other cumbersome floating structures are prohibited.

Preferential Berth Holder Moorage Agreement

A preferential berth holder moorage agreement and associated fees are based on the length of the finger, or the overall length of the vessel, whichever is greater and shall be paid in advance.

Preferential berth holders receive the privilege of occupying an assigned space only if the vessel requesting preferential moorage pays the prescribed fees including personal property taxes and provides proof of insurance for the vessel.

A Preferential Berth Holder shall not sublease or in any other manner permit the use of such mooring space to another boat owner.

If the preferential slip holder leases a vessel to occupy their slip, he or she must submit a current copy of that lease agreement to the Harbor Office. During the period covered by this lease agreement, the lessor/owner of the vessel shall not have any right of personal use of the leased vessel. The slip holder shall remain responsible for any and all fees associated with the slip.

If the registered owner has the right of use or otherwise does use the vessel during the term of the Moorage Agreement, the City shall deem the vessel a transient vessel and may terminate the agreement in accordance with the Moorage Agreement and, at the

Harbormaster's discretion, initiate any and all applicable fees and penalties under the Whittier Municipal Code. No property or ownership rights to the slip are implied.

Preferential Berth Holder slips remain available when they are expected to return to port. Possession of a preferential moorage slip does not guarantee the holder the exclusive use of such a spot for the duration of the preferential moorage agreement. Preferentialmoorage only guarantees the reserved space will be available during periods when the vessel in the agreement is within the Harbor. The Harbormaster may temporarily assignanother vessel to a preferential mooring space as he/she determines it necessary and only when the boat assigned to a preferential space is away from the Harbor.

Sale of a vessel under a Preferential Berth Holder Agreement constitutes termination of that moorage agreement unless the owner/operator replaces the vessel with an appropriate vessel or demonstrates to the satisfaction of the Harbormaster that he or she shall replace the sold vessel within one year from the date of vessel sale. Slips so vacated are assigned to the first person from the appropriate size waitlist.

Transfer of title to another party (such as gifting, through inheritance, title relinquishment, etc.) also terminates the preferential berth holder agreement. Slips so vacated are assigned to the first person from the appropriate size waitlist.

If a preferential vessel is sold and the owner terminates their preferential moorage agreement, the buyer of that vessel may be assigned an Annual Transient Agreement at the discretion of the Harbormaster.

The following applies to current vessels taking advantage of the Annual Transient Moorage Agreement (ATMA) and for a person purchasing a vessel from a preferential stall holder:

- The preferential owner must relinquish the stall that the vessel is currently assigned.
    - If the preferential owner ***is not*** relinquishing the stall, the new owner will only qualify for the Monthly Transient Moorage Agreement referenced in the next section.

- The ATMA ***is not*** an assigned stall agreement, it simply allows the owner the ATMA rate. Owners and operators of vessels shall contact the Harbormaster prior to arrival. Transient slips are assigned based on availability.

- To maintain the ATMA you must sign up for the appropriate wait list and pay any associated fees.

- An ATMA subjects the vessel to City of Whittier Personal Property Tax under Whittier Municipal Code, Title 3.

- When the ATMA is applied to a vessel, it shall only be applied one time over the life of the vessel while registered for moorage in the Whittier Harbor System.

- ATMA fees have two options for payment.
    - No later than January 15 of any given year to pay in full; or
    - No later than January 15/July 15 of any given year to pay semiannually.

  Failure to pay on the required dates will disqualify the vessel for the ATMA.

Transient Moorage Agreement

There are two options for the moorage of transient vessels:

1. Daily and
2. Monthly

Transient slips are assigned based on availability. Every owner, master, operator or managing agent desiring to moor at a slip or store his boat in a designated storage area shall apply to the Harbormaster and pay the required rental fees.

A vessel temporarily assigned by the Harbormaster to a reserved slip is required to pay the appropriate transient moorage agreement fee.

Other Moorage Rules

1. Any vessel moored for a total of at least 90 days is subject to the City of Whittier Personal Property Tax under Whittier Municipal Code, Title 3.

2. The moorage, use, or presence of any boat in the Whittier Harbor constitutes an agreement by the owner, operator, master, or managing agent to conform to State and Federal law, the provisions of these regulations, and any rule, code, or order made pursuant thereto.

3. The Harbormaster can refuse moorage to vessels when the Harbor is full. Generally, the Harbor is “full” when all available slips are occupied, the 3-deep rafts at the end of floats are being used, and A-float is near or at maximum capacity (5 boats in a raft on the west side, and 3 boats in a raft on the east side).

   When vessels are refused moorage due to overcrowding, the Harbormaster will establish a wait list for moorage in the next available slip.

4. Any vessel that occupies a slip without being assigned by the Harbormaster will be moved, if required, and will be subject to towing charges and other applicable fees and penalties under the Whittier Municipal Code.

HARBOR MOORAGE CONTRACT AGREEMENT

1. The applicant agrees to abide by the rules, regulations, policies, procedures, and all amendments thereto relating to the Harbor as established by or pursuant to the Whittier Municipal Code.

2. The applicant agrees the Harbor, through the City of Whittier, may pursue any and all legal means of collecting any unpaid fees and charges against the vessel including, but not limited to, a lien or impoundment.

3. Nothing in Whittier Municipal Code or ordinances and regulations of the City has been or shall be interpreted to impose upon the City any obligation or responsibility for the care and protection of any private property, including vessels. A Harbor moorage agreement is limited to the privilege of moorage space only. The applicant expressly consents and authorizes the City to move and/or dry-dock the vessel if (1) rents, fees, or other charges are not paid, (2) ordinances, regulations, State or Federal laws are violated, or (3) in the event of necessity or emergency. The applicant further agrees to hold the City harmless against the loss or damage to the vessel or any equipment, nets, gear, tanks, lines or other personal property on, attached to, or related to the vessel, that may result from the use of the Harbor and/or any movement of the vessel.

4. Applicant consents to a physical inspection of the vessel and its equipment by the Harbormaster in the exercise of his/her duties as outlined in this chapter, at any time while the vessel is within the boundaries of the Harbor.

5. If a Preferential Berth Holder returns to the Harbor and finds his/her reserved space occupied, the holder should contact the Harbormaster. The Harbormaster will move the temporarily assigned boat to another location during regular Harbor operating hours.

6. No property rights are created by this section. A preferential berth holder shall have only a right to use the space reserved to them as provided for in these regulations.

7. The boat owner under a Harbor moorage contract agrees to maintain liability insurance for the vessel, owner, owner's employees, invitees, guests, and passengers covering bodily injury and property damage arising in whole or in part out of the use or operation of the vessel or the insured's activities in Whittier. If the vessel does not carry passengers for hire, the liability insurance coverage shall be in an amount not less than $300,000 per occurrence. If the vessel carries passengers for hire, the commercial liability insurance shall be in an amount not less than $1,000,000 per occurrence. The City of Whittier should be named an additional interested party.

8. If the vessel remains in the Harbor during the months of October through March, the boat owner agrees to provide a local agent/boat watch for contact in case of an emergency.

9. The surviving spouse of a Preferential Berth Holder or Annual Transient Moorage Agreement assumes full rights and responsibilities in the event the owner is deceased or incapacitated.

AIRCRAFT MOORAGE

Seaplanes, floatplanes, and helicopters do not mix with boat traffic. However, emergencies may arise that force their use of the Harbor. In such an instance, use should be limited to the duration of the emergency. Loading and unloading passengers in the basin or in the Harbor parking lot is generally prohibited but may be allowed during adverse weather. Emergency loading and unloading of medical casualties, supplies, or personnel is allowed in the Harbor area.

No aircraft or float plane shall land or take off from within the confines of the Harbor or the entrance thereto. Any aircraft within these confines shall not be operated in excess of three miles per hour or at such speed as to leave a wake or wave action that can endanger, damage or cause undue distress to any boat, person, or Harbor property. Aircraft entering the Harbor shall register with the Harbormaster to be assigned an area where the plane can be moored and pay the appropriate mooring charge.

DISPOSITION OF IMPOUNDED BOATS AND/OR PROPERTY

Vessels may be impounded if:

1. The vessel is within the Harbor, including its dry storage areas, and is a derelict or a nuisance as defined under the Whittier Municipal Code; and/or

2. The fees for the vessel are sixty (60) days delinquent; and/or

3. The vessel is in the Harbor, including its dry storage areas, and is in violation of the Whittier Municipal Code, or a state or federal law; and/or

4. The owner, operator, master, or managing agent is not aboard the vessel and a name and/or number do not properly identify the vessel.

Notice to Owner

1. Contents: Prior to impounding any vessel, the Harbormaster shall prepare a written Notice of Intent to Impound the vessel. This notice shall contain:

    - The name and/or official number or state registration number of the vessel; and

    - The name and address, if known, of the owner, operator, master or managing agent, and the location of the vessel; and

    - The basis or reason for impoundment; and

    - The reserved moorage space, if any, which will be forfeited if the vessel is impounded.

2. Distribution: The Notice of Intent to Impound shall be at least ten (10) days before impoundment. The notice shall be:

   - Mailed by certified mail, return receipt requested, to the last known owner, master, or managing agent of the vessel at his/her last known address; and

   - Posted on the vessel, in the Harbormaster's office, and at the United States Post Office located in Whittier, Alaska.

Hearing

1. Demand for Hearing: The owner, master, managing agent, or any other person in lawful possession of a vessel proposed for impoundment has the right to a pre-impoundment administrative hearing to determine whether there is cause to impound the vessel. Any such person desiring a hearing shall file a written demand with the City Clerk within ten (10) business days after the mailing and posting of the notice of intent to impound. Failure to submit a written demand for a pre-impoundment administrative hearing within ten (10) business days after the notice was mailed waives the right to such a hearing.

2. Hearing Procedure: The hearing shall be conducted within seventy-two (72) hours of the City Clerk receiving a written demand from the person seeking the hearing. Saturdays, Sundays, and City holidays are excluded from the calculation of the seventy-two (72) hour period. The hearing officer shall be designated by the City Manager and shall be someone other than the Harbormaster. The sole issue before the hearing officer shall be whether there is cause to impound the vessel in question. "Cause to Impound" shall mean such a state of facts as would lead a reasonable person exercising ordinary prudence to believe there are grounds for impounding the vessel.

   The hearing officer shall conduct the hearing in an informal manner and shall not be bound by technical rules of evidence. The person demanding the hearing shall have the burden of establishing that he or she has the right to possession of the vessel. The Harbormaster shall have the burden of establishing that there is cause to impound the vessel. Failure of the owner, operator, master, or managing agent to request or attend a scheduled impoundment hearing shall be deemed a waiver of the right to such a hearing and consent to the impoundment action.

Decision

At the conclusion of the hearing, the hearing officer shall prepare a written decision. The hearing officer shall only determine that as to the vessel in question, either there is cause to impound the vessel or there is no such cause. A copy of the decision shall be provided to the person demanding the hearing, and the owner of the vessel if the owner is not the person requesting the hearing. The hearing officer's decision shall in no way affect any criminal proceeding in connection with the impoundment in question, and any criminal charges

involved in such proceeding may only be challenged in the appropriate court. The decision of the hearing officer is final.

Impoundment

In the event the hearing officer determines there is cause to impound the vessel, the Harbormaster may proceed immediately with the impoundment of the vessel. The Harbormaster may impound the vessel by immobilizing it, removing it, or having it removed from the water or a dry storage area and placing it in public or commercial storage, with all expenses of such a haul out, storage, and an impound fee to be borne by the owner of such vessel. At any time prior to the sale of the vessel, the owner, operator, master, or managing agent, or person in lawful possession of the vessel may redeem the vessel by a cash payment of all fees against the vessel, including interest and costs.

Notice of Sale

1. Contents: Prior to the sale of any impounded vessel, the Harbormaster shall prepare a written notice of sale of the vessel. The notice shall contain:

    - The name and/or official number or state registration number of the vessel; and
    - The date, time, and place of the sale; and
    - The fees, interest, and costs which are due against the vessel and terms of sale as provided by Whittier Municipal Code, which shall govern the sale.

2. Distribution: The notice of sale shall be at least thirty (30) days before the sale, and shall be:

    - Mailed by certified mail, return receipt requested, to the last known owner, master, or managing agent of the vessel at his or her last known address; and
    - Posted on the vessel, in the Harbormaster's office, and in the United States Post Office in Whittier; and
    - Published in a newspaper of general circulation in Anchorage at least once.

3. Sale:

    - Bids: The minimum acceptable bid shall be a sum equal to the fees against the vessel, including interest and costs, to be paid in cash at the time of sale or within twenty-four (24) hours thereafter. The proceeds of such sale shall be first applied to the cost of sale, then to interest, then to any and all fees accrued. The remaining balance, if any, shall be held in trust by the City for the owner of the vessel to claim. If such a balance is not claimed within two (2) years, the balance shall be forfeited

to the City. Upon sale being made, the City shall make and deliver its bill of sale, without warranty, conveying the vessel to the buyer.

- No Bids: If at the public sale there are no acceptable bids for the vessel, the City may destroy, sell at a private sale, or otherwise dispose of the vessel. Such disposition shall be without liability to the owner, master, managing agent, person in possession of the vessel, or lien holder of the vessel.

- Terms of Sale: The terms and method of sale shall be governed by the procedures outlined in Whittier Municipal Code.

DEPARTURES

1. Vessels must move at their own expense when ordered to do so by the Harbormaster for reasons relating to safety of persons or property, efficient use of port, or nonpayment of tariffs, fees, or other charges. If the person in control of the vessel does not comply with the Harbormaster's orders, the Harbormaster may take control of the vessel. The Harbormaster may then remove the vessel from the wharf or take whatever action is necessary to alleviate the situation which forms the basis of the order. Expenses incurred under this section will be charged pursuant to Whittier Municipal Code.

2. Upon order of the Harbormaster, a transient vessel shall immediately vacate its berth so that a preferred vessel may berth there. Failure of a vessel to comply with such an order shall be a violation of this section and will subject the vessel to liability for all damages sustained by the preferred vessel.

   The Harbormaster recommends that you file a float plan with the Harbor Office or a friend before you leave on your boating adventure.

WAIT LIST

Wait lists are maintained by the Harbormaster. There are several lists which reflect the acceptable boat lengths for the Harbor's slip sizes. Preferential berths are not awarded to boats longer than 60 feet.

An applicant does not need to own a vessel to be placed on a waiting list. A person's name is placed on the waiting list upon receipt of an application and the non-refundable deposit made out to Whittier Harbor. The applicant's request must be consistent with the size of the boat that person intends to berth. The applicant may elect to apply for as many sizes as they wish.

Only one individual's name may appear on the application to be accepted as a preferential berth holder. If the applicant comes to the top of the list, they will be notified by certified mail. Applicant must respond within (30) days and decide**:**

1. To accept the slip. If they do not have a vessel, they have one year from the date of notification to obtain a vessel of the appropriate length; or

2. To return to the bottom of the list; or

3. To be removed from the list altogether.

Vacancies on the wait lists are filled from the top down. Preferential berth holders who wish to upgrade their boat size beyond the size limits of their present slip can sign up for the next size wait list.

To remain on a wait list applicant must:

1. Inform the Harbor of any change in their address via phone, e-mail, or mail service; and

2. Pay the annual fee by December 31 deadline each year.

The Harbormaster will send a reminder by December 15 each year. It is the applicant's responsibility to renew. Failure to pay the renewal fee no later than January 15th enables the Harbormaster to remove the applicant from the wait list.

DUTIES OF VESSEL OWNERS

1. Every owner, operator, or managing agent of any vessel using the Harbor will ensure that vessel is kept clean, well-secured, free from fire hazards of all types, sufficiently pumped-out to maintain the boat afloat, and otherwise attend to the needs of the vessel to avoid damage to other boats or the Harbor.

2. The Harbormaster has power and authority, from time to time but without obligation or liability to do so, to replace defective mooring lines, pump out boats which are in danger of sinking, or move any boat which may be creating a hazard to other boats or to the Harbor. The boat owner is required to pay for these services.

3. No person shall bring into, moor, or berth within the Harbor any vessel of any kind whatsoever which is not seaworthy or is in such a badly deteriorated condition that it is liable to sink or damage Harbor facilities or other vessels, or which may become a menace to navigation, except in extreme emergency. In such an emergency, the owner will be liable for any damage caused by such vessel.

   In the event a vessel or other craft is wrecked or sunk within the Harbor, it is the owner's responsibility to mark its location and provide for the raising and disposition of such vessel as quickly as possible. The owner also assumes all liability for damage to City property and/or other vessels in the Harbor.

All vessels moored in the Harbor must be capable of immediate cruising in local waters. Vessel owners must, at the direction of the Harbormaster, be prepared to get underway with reasonable warning. Failure to maintain a vessel in operable condition will result in the loss of any moorage agreement.

4. No person shall permit any boat or vessel to be and/or remain swamped or wrecked. Any boat or vessel found in such conditioned may be impounded or released to the owner or his agent only after payment of all costs and charges incurred for remediation, damages, storage, or handling of said vessel.

5. Any person having knowledge of a petroleum spill within the Harbor should immediately report such a spill to the Harbormaster, or if the Harbor Office is closed, to the Department of Public Safety.

6. Vehicles and boat trailers must be removed from boat launch areas after a boat has been launched. Vehicles and trailers should park only in areas designated by the Harbormaster as parking areas. Vehicles and boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.

7. Launching or hauling out boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats are launched in designated launching areas only.

8. Due to limited space, the storage of supplies, merchandise, or other boat owner property shall be limited to areas designated by the Harbormaster.

PROHIBITED ACTS

According to Whittier Municipal Code Section 12.04.160, it is unlawful for any person using the Harbor to:

A. Operate or be in actual control of any boat when under the influence of intoxicating liquor, illicit narcotics, or other dangerous drugs. This violation carries a civil penalty of $500 per WMC 12.04.160(A).

B. Operate or cause to be operated any boat within the Harbor that exceeds the posted speed limit or causes a wake or wave action which can damage or endanger, or be likely to endanger, any other boats or any Harbor facilities, including but not limited to, floats, finger floats, other boats, or occupants thereof. This violation carries a civil penalty of $250 per WMC 12.04.160(B).

C. Operate or cause any boat to be operated recklessly or otherwise engaged in a course of conduct within the Harbor that is dangerous or a nuisance to persons or property. This violation carries a civil penalty of $500 per WMC 12.04.160(C).

D. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage, or debris of any type into the waters or into any area of the Harbor District. This violation carries a civil penalty of $500 per WMC 12.04.160(D).

E. Create or maintain any nuisance within the Harbor or to become a nuisance thereon. This violation carries a civil penalty of $500 per WMC 12.04.160(E).

F. Allow dogs or any animals to run at large on any Harbor facilities. Dogs must be on a leash and accompanied by the owner who will be responsible for cleaning any offal left by the animal. This violation carries a civil penalty of $250 per WMC 12.04.160(F).

G. Allow children under the age of twelve years within the float or beach areas of the harbor facilities unless they are accompanied by the parent or other responsible adult. WMC 12.04.160(G).

H. Erect, place, post, or maintain any advertising material, other than legal notices, upon any part of the Harbor without prior Harbormaster approval. All unauthorized advertising and signs shall be removed by the Harbormaster. WMC 12.04.160(H).

I. Disregard, deface, remove, tamper with, or damage any sign or notice posted by the Harbormaster relating to the use of the Harbor. This violation carries a civil penalty of $250 per WMC 12.04.160(I).

J. Fail to register with the Harbormaster any vessel prior to occupying any of the boat harbor facilities within four (4) hours during normal Harbor business hours. The registration period shall not exceed 24 hours from time of arrival. This violation carries a civil penalty of $250 per WMC 12.04.160(J).

K. Pump bilge containing petroleum products or chemicals or brine tank into Harbor waters. This violation carries a civil penalty of $500 per WMC 12.04.160(K).

L. Deposit, place, or leave any cargo, merchandise, supplies, articles, or things upon any float, ramp, decline, walk or other public place within the Harbor except at such places as may be designated as loading areas by the Harbormaster. This violation carries a civil penalty of $250 per WMC 12.04.160(L).

M. Dump any offal or refuse, including but not limited to: fish carcasses, waste materials from canneries, fish processors, and other land-based or water-based facilities, within the Harbor or in such close proximity to the Harbor as to cause overflow or drift of such material into the Harbor or the entrance thereto. This violation carries a civil penalty of $500 per WMC 12.04.160(M).

N. Store any explosives, gasoline, or any other flammable substance in drums, cans, or any other type of containers within the boundaries of the Harbor for more than 24 hours. The only exceptions are small amounts of gasoline in approved containers on vessels. If clarification is needed, call the Harbormaster. This violation carries a civil penalty of $500 per WMC 12.04.160(N).

O. Set any net or fish-taking device within the Harbor unless it is attended at all times and does not interfere with the movement of vessels within the Harbor. This violation carries a civil penalty of $250 per WMC 12.04.160(O).

P. Swim, water-ski, or use any unorthodox type of boat, raft, or other device within the Harbor. This violation carries a civil penalty of $250 per WMC 12.04.160(P).

Q. Loiter around the premises of the Harbor without lawful reason or justification.

R. Refuse to comply with any lawful order of the Harbormaster. This violation carries a civil penalty of $500 per WMC 12.04.160(R). WMC 12.04.160(R).

S. Failure to provide a designated agent to provide boat care if the owner cannot respond to an emergency call within one hour of notification. This violation carries a civil penalty of $250 per WMC 12.04.160(S).

T. Permit, create, or sustain a fire on board a vessel which creates an unjustifiable risk of harm to persons or property. Heating devices for long-term use such as furnaces, thermostatic controlled heaters, and heat lamps are permitted so long as these heating elements are in proper working order. Cooking stoves used as heating units are presumed to pose an unjustifiable risk in violation of this subsection. An unjustifiable risk is a risk of such nature and degree that a failure to avoid it constitutes a deviation from the standard of care that a reasonable person would observe in the situation. This violation carries a civil penalty of $500 per WMC 12.04.160(T).

HARBOR FACILITIES AND SERVICES

It is the responsibility of the Harbormaster to supervise and manage the Harbor, which includes but is not limited to:

Harbor Office

The office is open Monday through Friday ***except*** for City holidays that fall on those days. Limited services are available on weekends.

Communications

The Harbor Office monitors VHF radio CH 16 and CH 68 during office hours. The primary function of the system is both emergency communication and Harbor traffic control. Boaters should use CH 16 for emergencies and CH 68 to hail the Harbor for traffic control.

Bulletin Board

There is a bulletin board in the hallway outside the restrooms on the first floor of the Harbormaster's building. The bulletin board is for public use with permission from the Harbormaster.

Passenger, Ocean, and City Docks:

1. All three docks are primarily used for on- and off-loading passengers and not intended for permanent moorage.

    a. Transient vessels must sign an agreement with the Harbor prior to mooring on any docks within the Harbor.

    b. If a vessel is allowed to moor at a Harbor dock, the vessel must always have a person and/or crew on board with qualifications to drive the vessel.

    c. The person or crew shall take necessary precautions to avoid damage to other vessels and/or the Harbor and must attend to the requirements of the vessel in his/her charge so that it is kept well secured, free from fire hazards of all types, and sufficiently pumped-out to maintain the boat afloat.

    d. This person should be able to take the vessel out of the Harbor during periods of severe weather and wind conditions.

2. Hydraulic Hoist on the City Dock: It is on a first come first served basis.

    a. Vessels wishing to use the City Dock hydraulic hoist must sign an agreement and check out the key at the Harbor Office.

    b. The use of the crane will be charged from the time the key is checked out until the key is checked back into the Harbor Office.

Loading Zones

The Harbormaster has established loading zones on the floats and at Harbor docks. These areas are necessary for the convenient loading and unloading of gear and passengers and, on the City Dock, for the use of the dock crane.

Use of the loading zones on the floats should be limited to the time necessary to load and unload. At times, the loading zones are assigned for transient vessels to moor. The City Dock is an available transient area for vessels between 30' and 60' in length. Use of this loading area for moorage is limited to times of overcrowding and the vessels using this area must always keep a crew on board.

Boat Launch Ramp

Boats on trailers may use the Harbor boat launch, however all vessels using the launch ramp must pay a fee at the Harbormaster's Office, the kiosk at the head of the launch ramp, or the kiosk at the front of the Harbor Office.

Vehicles and boat trailers must be removed from the boat launching area after the boat has been launched. Vehicles and their trailers should be parked only in designated parking areas. Vehicles and

boat trailers parked in areas other than designated areas while the owner or operator is absent will be ticketed and/or removed and impounded.

Launching or hauling out boats on skids is prohibited. Boat trailers or other wheeled conveyances must be used. Boats are launched in designated launching areas only.

Due to limited space, the storage of supplies, merchandise, or other boat owner property shall be limited to areas designated by the Harbormaster only.

Tidal Grid

The Harbor gridiron is designed to accommodate keeled vessel loadings of 15 tons per bent. Any vessel over 45 DWT should clear use of the tidal grid with the Harbormaster. Use of the tidal grid by any vessel with exposed running gear (i.e., shafts, rudders, struts, and props) should not use the tidalgrid without prior consultation with the Harbormaster.

Public Showers and Restrooms

Restrooms with showers are provided year around on the first floor of the Harbor Office. Showers must be purchased in advance at the Harbor Office before the water will be turned on. Additional restroom facilities are found around the Harbor.

Fishing

Except as otherwise provided under State of Alaska or local law, fishing in the Harbor is permitted in designated areas and with the understanding the fisherman is responsible for any involvement in an accident or incident which results in the injury or death of a person or any property damage.

The fisherman shall immediately notify the Harbormaster and file a written report. If the Harbor Office is closed, notification shall be given to the police department.

The notification shall include the name and address of the person, the type and extent of the injury or damage, the location where the accident or incident occurred, the date and time of the accident or incident, and names of witnesses.

Fish are to be cleaned at the fish cleaning stations provided by the Harbor. Cleaning of fish is not permitted on the dock. Carcasses are to be deposited in the fish waste containers at the designated cleaning stations or with the State of Alaska Fish & Game as they may require.

Boatlift

The lift is designed to remove from, or place into the water vessels from 22 to 45 feet in length, weighing up to 15 tons. People wishing to place their boat in dry storage in Whittier must bear in mind that (1) space is very limited, (2) on a first come-first serve basis, and (3) for no more than 9 months at a time. The Harbormaster may make an exception to this rule at his or her discretion. Boatlifts should be scheduled at least 24 hours in advance and should be scheduled between the hours of 8

AM and 5 PM when possible. The vessel owner or their agent is required to be available during lifts and must provide their own cradles and blocking. Maintenance of boats in dry storage is the responsibility of the boat owner.

Boat Towing & Good Samaritan

The Harbor has a skiff for towing disabled boats within the Harbor area. In some circumstances, the skiff may tow vessels outside of the Harbor breakwater. All tows will be made at the discretion of the Harbormaster who takes into consideration the vessel size, weather conditions, indemnification, and access to a certified, boat-towing enterprise. If the Harbor provides a tow, a fee will be charged according to Whittier Municipal Code & Tariffs.

Pumping

Owners are responsible for keeping their boats pumped and free of water and pollutants. The Harbor may provide this service in an emergency for a fee. The Harbor has both gas and electric pumps, which may be available to rent.

Winter Boat Watch and Snow Removal

All vessels remaining in the Harbor between October 1 and March 31, are required to have a local licensed and insured agent who can respond to an emergency within one hour of notification. In the event of an emergency where the boat watch is not specified and/or cannot respond within an hour, the Harbormaster shall direct Harbor staff to take any and all necessary actions to remedy the emergency. Fees will be charged for emergency services rendered to include for labor and equipment and will be charged at the rate set by City Council. Full-time live-a-boards must comply with this provision when they are not onboard. Whittier Harbor staff cannot be hired as local boat watches per WMC 12.04.070(G).

Fresh Water

Fresh water is provided from May through October on the float system. The locations are the tidal grid and the two faucets at the Boat Lift Dock. Water is available November through April at the Harbor Office building.

Utilities

Whittier Harbor offers electrical service. All floats except for a“H” and “W” have metered electrical outlets. The Harbor does not guarantee quality, consistently, or availability of electrical service. Harbor personnel maintain the outlets and meters and bill the customers for use.

Adverse weather may impact the system. The Harbor has an auxiliary generator for the float system that provides emergency power during power outages.

All new hookups are required to be performed under the supervision of Harbor personnel. The Harbor may prosecute person(s) caught stealing electrical power or tampering with any previously hooked up outlets.

The dry storage area does not have electrical power available. There is an outlet on the EVOS building that may be used temporarily with the permission of the Harbormaster.

Requests for special services i.e., outlets, meter, increased breaker amperage must be approved by the Harbormaster. Any cost incurred shall be payable according to City of Whittier Ordinance and Title 3, Title 10, and Title 12.

Electrical Compliance

The Harbor does not guarantee voltage, amperage, quantity, or quality of shore power supplied to the slips. Vessels using Harbor electrical service must comply with the following:

1. Cords with less than fifteen (15) amps of current carrying capacity shall not be used.

2. Flexible cords shall be used only in continuous lengths without splices or using tape.

3. Cords, attachment plugs, and connector bodies shall not be smaller than required for the rated current of the attached cord or connected equipment.

4. Attachment plugs shall be of the weatherproof type.

5. Infrared heating lamps may only be used with porcelain-type sockets.

6. Any heater capable of causing a fire if overturned must be equipped with a safety switch that disconnects the electric current to the heater if overturned.

7. The following power cord types are approved for use: SO, ST, STO, POW, K and S.

8. ***The following power cord types are not approved for use***: SP3, SPT3, TP, TPT, TS, TST, AFC, AFPO, AFPD, CFC, CFPO, CFPD, PO1, PO2, PO, SPT1, SP1, C, PD, P1, P2, P, PW1, PW2, SV, SVT, SJ, SJO, SJT, and SJTO.

9. Any cord not listed must be inspected and approved by the Harbormaster prior to its use.

10. Electrical cords must be directly connected to the boat and positioned in a safe manner.

Garbage

The Harbor provides garbage dumpsters for registered harbor patrons. Dumpsters are at the head of the approach ramp and at the launch ramp. It is unlawful for any person to place or deposit any rubbish, refuse, or articles of an offensive character likely to create a nuisance upon any wharf, wharf

road, street leading to a wharf, or in the waters Harbor. Waste may be deposited in the appropriate receptacles provided for by the Harbor or otherwise removed from the City.

Sewage Bilges or Holding Tanks

The Harbor has a portable sewer pump mounted on a trailer for use on the City Dock. Please contact the Harbor Office to arrange for this service. Bilges, holding tanks, or other tanks containing waste shall not be pumped or drained into the waters of the Harbor. This includes gasoline and all petroleum products. Off-loading of petroleum products shall be into suitable containers as permitted by the Harbormaster, and subject to applicable State and Federal regulations

Environmental Oil Station (EVOS) Used Oil Disposal Station

The Harbor only accepts used oil at the EVOS building. Contact the Harbor Office for the fee.

1. Oily Bilge Water: The Harbor provides a tank on a trailer for the pumping of oily bilge water. Check with the Harbor Office for availability and scheduling. Contact the Harbor Office for the fee.

2. Batteries: The Harbor accepts used batteries at the EVOS station to be disposed of or recycled. Check with the Harbor Office for availability and scheduling. Contact the Harbor Office for the fee.

3. Paints, Solvents, Gasoline, and Cleaners: The Harbor **does not accept** paints, solvents, or cleaners. You must use a disposal service to dispose of these hazardous materials.

Fueling

There are two types of fueling facilities generally utilized in the Harbor: the fuel float and mobile fueling trucks. All fuel deliveries at the Harbor must pay a wharfage rate established by the City of Whittier. All carriers are expected to observe maximum safety and environmental standards during loading and off-loading operations.

Medical Services

Please call 911 for Emergency Medical Services. Whittier Health Clinic is available during regular business hours to address nonemergency medical situations. Their number is (907) 472-2303.

Firefighting

The Harbor has mobile extinguishers located on the floats.

VIOLATIONS / PENALTIES

1. A person who violates the provisions of Whittier Municipal Code Title 2, Title 3, Title 10, And/or Title 12 is subject to a civil penalty as set out in Whittier Municipal Code.

2. Notwithstanding the availability of any other remedy, the City or any aggrieved person may bring a civil action to enjoin any violation of the Whittier Municipal Code, or to recover money due and owing,or to obtain damages for any injury the plaintiff suffered as a result of the violation.

3. Each act or condition violating Whittier Municipal Code, and each day during which the act or condition exists, continues, or is repeated, shall be a separate and distinct violation.

4. The penalties and remedies provided for violation(s) of the Whittier Municipal Code are in addition to, and not in lieu of, any other penalty provided for in State or Federal law, or municipal ordinance, or anycivil remedy available to the City.

Appendix A

General Definitions

- **ANNUAL TRANSIENT MOORAGE:** Transient moorage billed at the annual rate. Subjects the boat owner to City of Whittier personal property tax in accordance to Whittier Municipal Code. No specific slip is assigned by this agreement, and slip availability is not guaranteed.
- **APPOINTED AGENT:** A legal representative of a vessel owner.
- **BEAM:** The greatest overall width of a vessel.
- **BOAT:** All vessels, ships, boats, skiffs, and watercraft of every kind and description.
- **BOAT LENGTH:** Length overall is defined as the distance measured in feet in a straight line on a line parallel to the design waterline between the foremost point of the bow and the aftermost point of the stern to include outboard motors/swim step.
- **BOAT OWNER:** The actual or registered owner, master, agent, the person in navigational control, or the person legally responsible for the operation of the boat.
- **BUSINESS:** A person, firm, association, organization, partnership, business trust, corporation, company, or any other business entity.
- **COMMERCIAL VESSEL:** Any vessel used in any commercial enterprise, including state vessels and cruise line operators that are used for the purpose of hauling passengers, freight, and/or cargo for a fee.
- **DAILY TRANSIENT MOORAGE:** A lessee or renter without an annual transient agreement occupying a berth or slip who is charged a daily rental amount.
- **DERELICT*:*** Any watercraft moored or otherwise located within the Harbor, which is forsaken, abandoned, deserted, or whose owner fails to contact the Harbormaster.
- **DOCKAGE:** A charge made for vessels at wharves or moored on City property.
- **FACILITIES:** All waters, improvements, and appurtenances of the Harbor and the waters of Passage Canal within two hundred feet of the Harbor.
- **FISCAL YEAR:** The fiscal year of the city begins on the first day of January and ends on the last day of December.

- **HARBOR:** The Whittier Harbor, occasionally referred to as the "City of Whittier Harbor" and/or "Harbor facilities." It includes all waters, improvements, and appurtenances of the Harbor and the waters of Passage Canal within two hundred feet of the Harbor.
- **HARBORMASTER:** The official hired by the City Manager, or a person designated by him or her to manage and enforce the provisions of Title 12 of the Whittier Municipal Code.
- **HARBOR FACILITIES:** All docks, dry storage, floats, berths or slips, wharves, and other landing, launching, mooring, cargo, or other facilities located within the Whittier Harbor.
- **HARBOR MOORAGE CONTRACT AGREEMENT:** Preferential Moorage Agreement given to owner of the vessel to be moored and within the provisions of Whittier Municipal Code.
- **HOUSEBOAT:** A dwelling unit built upon a barge, log raft, or similar floating structure, constructed for habitation, and for which no other reasonable use appears or can be demonstrated.
- **JURISDICTIONAL WATERS OR WATERS WITHIN THE JURISDICTION:** All navigable waters within the boundaries of the City of Whittier as those boundaries are defined in the Whittier Municipal Code.
- **MANIFEST:** A detailed statement of a vessel's cargo, passengers, giving of lading numbers, marks, number of packages, names of shippers, names of consignee(s), weight or total measurement of goods, rate of freight, and where payable.
- **MONTHLY TRANSIENT MOORAGE:** 20 days accumulative within one calendar month occupying a slip or slips.
- **MOORING:** Securing or otherwise attaching a boat to any Harbor facility to forestall the free movement of the vessel on water.
- **NUISANCE*:*** WMC 8.16.010: Any vessel in the Harbor, or any of the Harbor's dry storage areas, which "(1) annoys, injures or endangers the safety, health, comfort or repose of the public, (2) offends public decency, (3) interferes with, obstructs or renders dangerous any street, highway, navigable waters, (4) in any way renders the public insecure in life or property, (5) is declared to be a public nuisance by this chapter or other provision of law, or (6) is conduct or a condition that is prohibited by this chapter." Having unpaid balances with the City and/or the Harbor may also designate a vessel as a nuisance. WMC 8.16.020 (B): Property which is unsightly to the public or hazardous to any person, animal or to property, and which has been abandoned on public or private land where the land has not been designated as a site for abandonment by the City or other agency of local, State or Federal government. WMC 8.16.020(F): Any unpermitted outside junk or salvage yard, or outside placement

or storage of any junk vehicle, abandoned vehicle, or any other vehicle that is unsightly by reason of being partially or wholly dismantled, wrecked, junked, or salvaged, whether or not kept or offered for sale.

- **PASSENGER:** An individual who pays a fee to embark or disembark from any vessel at a dock or wharf facility located within the city limits of the City of Whittier.
- **PASSENGER MANIFEST:** Commercial cruise line's manifest or equivalent indicating the number of passengers loading or unloading from a commercial cruise line within the city limits of the City of Whittier.
- **PERSON(S):** An individual, firm, association, organization, partnership, business trust, incorporation, or company.
- **REASONABLE PERSON**: a hypothetical person in society who exercises average care, skill, and judgment in conduct and who serves as a comparative standard for determining liability.
- **REGULATIONS:** The Whittier Harbor regulations.
- **SCHEDULE OF CHARGES:** Fee schedule authorized by Whittier Municipal Ordinance.
- **TARIFFS:** A schedule of rates or charges of a business or a public utility.
- **TERMINAL CHARGES:** Includes only charges for facilities, goods, or services provided by the City.
- **TRANSIENT VESSEL:** Any vessel that is not registered by a preferential berthing agreement in the Harbor**.**
- **VESSEL:** Ships or crafts of all types. This includes, but is not limited to: motor ships, steam ships, canal boats, tugs, barges, sailing vessels, motorboats, and every structure adapted to be navigated from place to place for the transportation of property and persons by any means.
- **WATERCRAFT:** Any vessel for transport by water, constructed to provide buoyance by excluding water, shaped to give stability, and permit propulsion. May include, but not be limited to: houseboats, floatplanes, water-borne aircraft, floats, scows, rafts, pile drivers, amphibious helicopters, or any other floating structure adapted to be navigated from place to place, used for recreational, commercial, or other purpose on the waterways, within the Whittier Harbor.
- **WHARF:** Every pier, bulkhead, quay, dock, landing, float, gridiron, and other structure to which vessels make fast, or upon which persons or cargo are discharged from a vessel, or from which persons or cargo are loaded upon a vessel.
- **WHARFAGE:** The charge made against any cargo and commodities passing over City premises.

- **WHARFAGE DEMURRAGE:** The charge made against cargo and commodities left on City premises beyond the time specified.
- **WHITTIER BOAT HARBOR:** All tide and submerged lands, uplands, improvements, and appurtenances thereto, leased from the State and which are located in Passage Canal within the City of Whittier, Alaska.

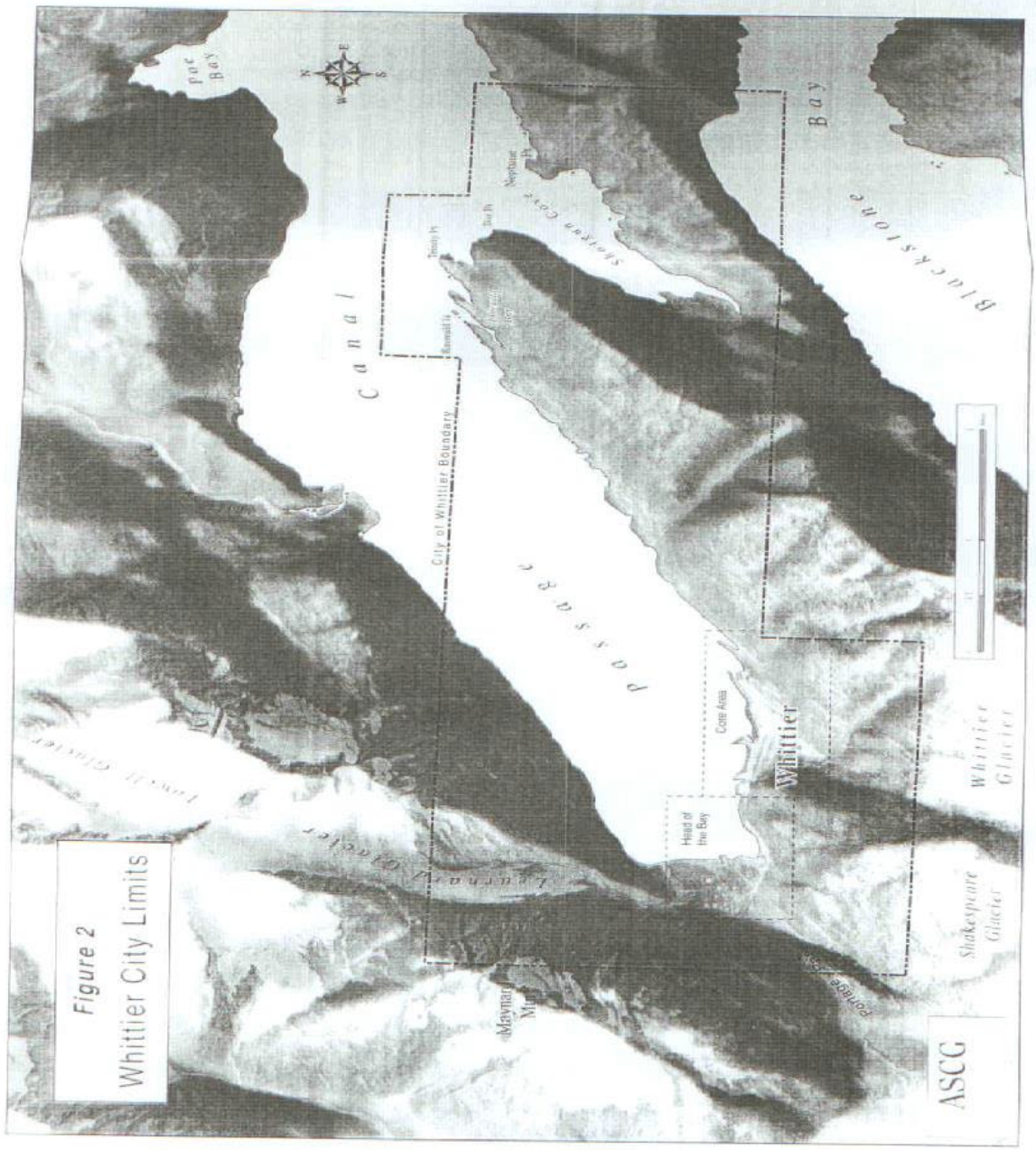
Appendix B

Harbor Jurisdiction

The Small Boat Harbor facilities are under the ownership of the City of Whittier. The jurisdiction of the Council of the City shall have the authority to classify areas of the Harbor, set fees for the use of facilities, make rules and regulations for the governance of the Harbor, and appoint a Harbormaster to implement Title 12.04 of the Whittier Municipal Code.

Appendix C

Whittier Map



Appendix D

HARBOR TITLE 12.04 CODE CHANGES ADOPTED FEBRUARY 16, 2021, BY ORDINANCE #01-2021 DURING THE REGULAR CITY COUNCIL MEETING

12.04.030 Jurisdiction

- Current: The small boat harbor facilities are under the ownership of the State of Alaska Department of Transportation and by the management agreement shall be under the jurisdiction of the Council of the City, who shall have the authority to classify areas of the harbor, set fees for the use of facilities, make rules and regulations for the governance of the harbor, and appoint a Harbormaster to implement this chapter. [Ord. 34, 1986].

- Change: The small boat harbor facilities are under the ownership of the ~~State of Alaska Department of Transportation~~ City of Whittier ~~and by the management agreement shall be under the jurisdiction of the Council of the City~~, who shall have the authority to classify areas of the harbor, set fees for the use of facilities, make rules and regulations for the governance of the harbor, and appoint a Harbormaster to implement this chapter.

12.04.060 Implied Agreement

- Current: The moorage or use or presence of any boat within the small boat harbor shall constitute an agreement by the owner, operator, master or managing agent to conform to the provisions of these regulations and any rule, code or order made pursuant thereto. [Ord. 34, 1986].

- Change: The owner, operator, master, and/or agent of a vessel using or entering ~~moorage, or use, or presence of any boat within~~ the small boat harbor shall follow all rules and regulations adopted by the City in this Code and any agreements, tariffs, or regulations adopted under this Title.

  All vessels entering City waters or any City port and harbor facility shall comply with all applicable federal, state, and local laws and regulations. ~~constitute an agreement by the owner, operator, master, or managing agent to conform to the provisions of these regulations and any rule, code, or order made pursuant thereto.~~

12.04.120 Harbor privilege agreement.

- Current: A. The harbor privilege agreement shall be signed by the waiting list applicant who must own or retain ownership of at least 51 percent of the vessel to be moored and agree to the terms and provisions thereof. The following terms and provisions shall be made part of the harbor privilege agreement:

- Change:

12.04.120 Harbor ~~privilege~~ preferential moorage agreement.

- The harbor ~~privilege~~ preferential moorage agreement shall be signed by the ~~waiting list~~ applicant who ~~must own or retain ownership of at least 51 percent of the vessel to be moored and~~ agrees to the terms and provisions thereof. The following terms and provisions shall be made part of the harbor privilege agreement:

1. (*Provisions 1-8 are fine as written*)

2. 9. For 51% ownership agreements grandfathered effective January 1, 2021, the 51% owner must be physically present when the vessel under such an agreement is moved out of Whittier Harbor three times a year under the vessel's own power. The 51% owner must notify the Harbormaster the required three times annually when they are operating their vessel in accordance with their agreement. If the 51% owner fails to notify the Harbormaster of their presence during the three required moves per year, the 51% preferential moorage agreement will be forfeited effective January 1 of the following year and the vessel will be placed in an Annual Transient moorage agreement.

12.04.160 Prohibited Acts.

- Current: It is unlawful for any person in the boat harbor facilities to:

1. A. Operate or to be in the actual control of any boat when under the influence of intoxicating liquor, illicit narcotics, or other dangerous drugs.
2. B. Operate or cause to be operated any boat within the boat harbor facilities that exceeds the posted speed limit or causes a wake or wave action which will damage or endanger, or be likely to endanger, any other boats or any boat harbor facilities, including but not limited to floats, finger floats, other boats or occupants thereof.
3. C. Operate or cause any boat to be operated recklessly or otherwise engage in a course of conduct within the boat harbor facility that is dangerous or a nuisance to persons or property.
4. D. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage, or debris of any type into the waters or into the entrance to the boat harbor facilities, nor upon the grounds thereof.
5. E. Create or maintain any nuisance within the boat harbor facilities or to become a nuisance thereon.
6. F. Allow dogs or any animals to run at large on any the boat harbor facilities. Dogs must be on a leash and accompanied by the owner who will be responsible for cleaning any offal left by the animal.
7. G. Allow children under the age of 12 years within the float or beach areas of the harbor facilities unless they are accompanied by the parent or other responsible adult.
8. H. Erect, place, post or maintain any advertising matter, other than legal notices, upon any part of the boat harbor facilities without the approval thereof first being obtained from the Harbormaster. All unauthorized advertising and signs shall be removed by the Harbormaster.
9. I. Disregard, deface, remove, tamper with, or damage any sign or notice posted by the Harbormaster relating to the use of harbor facilities.
10. J. Fail to register with the Harbormaster any vessel prior to occupying any of the boat harbor facilities.
11. K. Pump bilge containing petroleum products or chemicals or brine tank into boat harbor waters.
12. L. Deposit, place or leave any cargo, merchandise, supplies, articles or things upon any float, ramp, decline, walk or other public place within the facility excepting at such places as may be designated as loading areas by the harbor.
13. M. Dump any offal or refuse, including but not limited to, waste materials from canneries, fish processors and other land-based or water-based facilities within the harbor or in such close proximity as to cause overflow or drift of such material into the harbor facilities or the entrance thereto.
14. N. Store any explosives, gasoline or any other flammable substance in drums, cans, or any other type of containers within the boundaries of the boat harbor facilities.
15. O. Set any net or fish-taking device within the harbor facility unless it is attended at all times and shall not interfere with the movement of vessels within the harbor.
16. P. Swim, water-ski, or use any unorthodox type of boat, raft, or other device within the harbor.
17. Q. Loiter around the premises of the harbor facility without lawful reason or justification.
18. R. Refuse to comply with any lawful order of the Harbormaster.
19. S. Failure to provide designated agent to provide boat care if owner cannot respond to an emergency call within one hour of notification.

20. T. In mooring any boat or vessel within the port facilities, the master of the boat or vessel or any person having charge thereof, to leave or permit any fire aboard the vessel or leave unattended fire which creates an unjustifiable risk of harm to person or to property. Heating devices for long-term use such as furnaces, thermostatic controlled heaters, and heat lamps are excluded from this prohibition. Cooking stoves used also as heating units are classified as an unjustifiable risk. An unjustifiable risk is a risk of such nature and degree that a failure to avoid it constitutes a deviation from the standard of care that a reasonable person would observe in the situation.

- Change: **12.04.160 Prohibited Acts and Penalties.**

1. A. Operate or to be in the actual control of any boat when under the influence of intoxicating liquor, illicit narcotics, or other dangerous drugs. A person who violates this provision is subject to a civil penalty of $500.
2. B. Operate or cause to be operated any boat within the boat harbor facilities that exceeds the posted speed limit or causes a wake or wave action which will damage or endanger, or be likely to endanger, any other boats or any boat harbor facilities, including but not limited to floats, finger floats, other boats or occupants thereof. A person who violates this provision is subject to a civil penalty of $250.
3. C. Operate or cause any boat to be operated recklessly or otherwise engage in a course of conduct within the boat harbor facility that is dangerous or a nuisance to persons or property. A person who violates this provision is subject to a civil penalty of $500.
4. D. Throw or otherwise cause to be deposited any gasoline, oil, sewage, trash, garbage, or debris of any type into the waters or into the entrance to the boat harbor facilities, nor upon the grounds thereof. A person who violates this provision is subject to a civil penalty of $500.
5. E. Create or maintain any nuisance within the boat harbor facilities or to become a nuisance thereon. A person who violates this provision is subject to a civil penalty of $500.
6. F. Allow dogs or any animals to run at large on any of the boat harbor facilities. Dogs must be on a leash and accompanied by the owner who will be responsible for cleaning any offal left by the animal. A person who violates this provision is subject to a civil penalty of $250.
7. G. Allow children under the age of 12 years within the float or beach areas of the harbor facilities unless they are accompanied by the parent or other responsible adult.
8. H. Erect, place, post or maintain any advertising matter, other than legal notices, upon any part of the boat harbor facilities without the approval thereof first being obtained from the Harbormaster. All unauthorized advertising and signs shall be removed by the Harbormaster.
9. I. Disregard, deface, remove, tamper with or damage any sign or notice posted by the Harbormaster relating to the use of harbor facilities. A person who violates this provision is subject to a civil penalty of $250.
10. J. Fail to register with the Harbormaster any vessel prior to occupying any of the boat harbor facilities within four (4) hours during normal Harbor business hours. The registration period shall not exceed 24 hours from time of arrival. A person who violates this provision is subject to a civil penalty of $250.
11. K. Pump bilge containing petroleum products or chemicals or brine tank into boat harbor waters. A person who violates this provision is subject to a civil penalty of $500.
12. L. Deposit, place or leave any cargo, merchandise, supplies, articles or things upon any float, ramp, decline, walk or other public place within the facility excepting at such places as may be designated as loading areas by the harbor. A person who violates this provision is subject to a civil penalty of $250.
13. M. Dump any offal or refuse, including but not limited to, waste materials from canneries, fish processors and other land-based or water-based facilities within the harbor or in such close proximity as to cause overflow or drift of such material into the harbor facilities or the entrance thereto. A person who violates this provision is subject to a civil penalty of $500.

14. N. Store any explosives, gasoline, or any other flammable substance in drums, cans, or any other type of containers within the boundaries of the boat harbor facilities for more than 24 hours. The only exceptions are small amounts of gasoline in approved containers on vessels. If clarification is needed, please call the Harbormaster. A person who violates this provision is subject to a civil penalty of $500.
15. O. Set any net or fish-taking device within the harbor facility unless it is attended at all times and shall not interfere with the movement of vessels within the harbor. A person who violates this provision is subject to a civil penalty of $250.
16. P. Swim, water-ski, or use any unorthodox type of boat, raft, or other device within the harbor. A person who violates this provision is subject to a civil penalty of $250.
17. Q. Loiter around the premises of the harbor facility without lawful reason or justification.
18. R. Refuse to comply with any lawful order of the Harbormaster. A person who violates this provision is subject to a civil penalty of $500.
19. S. Failure to provide designated agent to provide boat care if owner cannot respond to an emergency call within one hour of notification. A person who violates this provision is subject to a civil penalty of $250.
20. T. ~~In mooring any boat or vessel within the port facilities, the master of the boat or vessel or any person having charge thereof, to leave or~~ Permit, create, or sustain a ~~any~~ fire on board ~~the~~ a vessel ~~or leave unattended fire~~ which creates an unjustifiable risk of harm to persons or property. Heating devices for long-term use such as furnaces, thermostatic controlled heaters, and heat lamps are ~~excluded from this prohibition~~ permitted so long as these heating elements are in proper working order. Cooking stoves used ~~also~~ as heating units are ~~classified as an~~ presumed to pose an unjustifiable risk in violation of this subsection. An unjustifiable risk is a risk of such nature and degree that a failure to avoid it constitutes a deviation from the standard of care that a reasonable person would observe in the situation. A person who violates this provision is subject to a civil penalty of $500.

12.04.170 Acts Prohibited Without Harbormaster Approval

- Current: The following acts are prohibited without the prior approval of the Harbormaster:
    1. A-H (these are okay as is)
    2. I. Failure to register within four hours after entering the harbor. [Ord. 34, 1986].

- Change: The following acts are prohibited without the prior approval of the Harbormaster:
    1. ~~I. Failure to register within four hours after entering the harbor.~~ [Ord. 34, 1986].

12.04.210 Disposition of Impounded Boats and Property

- Current: A. Vessels may be impounded if:
    1. (1) The vessel is within the harbor, including its dry storage areas, and is a derelict or a nuisance as defined in this title.
    2. (2) The fees for the vessel (on which the City has a lien) are 60 days delinquent.
    3. (3) The vessel is located in the harbor, including its dry storage areas, and is in violation of this title, or a State or Federal law; or
    4. (4) The owner, operator, master, or managing agent is not aboard the vessel and the vessel is not properly identified by a name and/or number.

- Change: A. Vessels may be impounded if:
    1. (1) The vessel is within the harbor, including its dry storage areas, and is a derelict or a nuisance as defined in this title.
    2. (2) The fees for the vessel ~~(on which the City has a lien)~~ are 60 days delinquent.

3. (3) The vessel is located in the harbor, including its dry storage areas, and is in violation of this title, or a State or Federal law; or
4. (4) The owner, operator, master, or managing agent is not aboard the vessel and the vessel is not properly identified by a name and/or number.

- Current: B. Notice to Owner
  1. (2) Distribution. The notice of intent to impound shall be at least 21 days before impoundment.

- Change: b. Notice to Owner
  1. (2) Distribution. The notice of intent to impound shall be at least 10 days before impoundment.

- Current: C. Hearing
  1. (1) Demand for Hearing. The owner, master, or managing agent or any other person in lawful possession of a vessel proposed for impoundment has the right to a pre-impoundment administrative hearing to determine whether there is cause to impound the vessel. Any such person desiring a hearing shall file a written demand with the City Clerk within 10 days after the mailing and posting of the notice of intent to impound.

- Change: C. Hearing
  1. (1) Demand for Hearing. The owner, master, or managing agent or any other person in lawful possession of a vessel proposed for impoundment has the right to a pre-impoundment administrative hearing to determine whether there is cause to impound the vessel. Any such person desiring a hearing shall file a written demand with the City Clerk within 10 business days after the mailing and posting of the notice of intent to impound.

12.04.230 Violation - Penalty.

- Current: A. A person who violates the provisions of this chapter is subject to a civil penalty as set out below for each violation:

  1. (1) WMC 12.04.140, fee for violation - $25.
  2. (2) WMC 12.04.160(A), fee for violation - $50.00
  3. (3) WMC 12.04.160(B), fee for violation - $50.00
  4. (4) WMC 12.04.160(C), fee for violation - $150
  5. (5) WMC 12.04.160(D), fee for violation - $150
  6. (6) WMC 12.04.160(F), fee for violation - $25
  7. (7) WMC 12.04.160(I), fee for violation - $25
  8. (8) WMC 12.04.160(J), fee for violation - $25
  9. (9) WMC 12.04.160(K), fee for violation - $150
  10. (10) WMC 12.04.160(L), fee for violation - $25
  11. (11) WMC 12.04.160(M), fee for violation - $25
  12. (12) WMC 12.04.160(N), fee for violation - $150
  13. (13) WMC 12.04.160(O), fee for violation - $25
  14. (14) WMC 12.04.160(P), fee for violation - $150
  15. (15) WMC 12.04.160(R), fee for violation - $150
  16. (16) WMC 12.04.160(S), fee for violation - $25
  17. (17) WMC 12.04.160(T), fee for violation - $150
  18. (18) WMC 12.04.210(A), fee for violation $75

- Change: ~~A. A person who violates the provisions of this chapter is subject to a civil penalty as set out below for each violation:~~

1. ~~(1) WMC 12.04.140, fee for violation - $25.~~
2. ~~(2) WMC 12.04.160(A), fee for violation - $50.00~~
3. ~~(3) WMC 12.04.160(B), fee for violation - $50.00~~
4. ~~(4) WMC 12.04.160(C), fee for violation - $150~~
5. ~~(5) WMC 12.04.160(D), fee for violation - $150~~
6. ~~(6) WMC 12.04.160(F), fee for violation - $25~~
7. ~~(7) WMC 12.04.160(I), fee for violation - $25~~
8. ~~(8) WMC 12.04.160(J), fee for violation - $25~~
9. ~~(9) WMC 12.04.160(K), fee for violation - $150~~
10. ~~(10) WMC 12.04.160(L), fee for violation - $25~~
11. ~~(11) WMC 12.04.160(M), fee for violation - $25~~
12. ~~(12) WMC 12.04.160(N), fee for violation - $150~~
13. ~~(13) WMC 12.04.160(O), fee for violation - $25~~
14. ~~(14) WMC 12.04.160(P), fee for violation - $150~~
15. ~~(15) WMC 12.04.160(R), fee for violation - $150~~
16. ~~(16) WMC 12.04.160(S), fee for violation - $25~~
17. ~~(17) WMC 12.04.160(T), fee for violation - $150~~
18. ~~(18) WMC 12.04.210(A), fee for violation $75~~

2022 WHITTIER FEE SCHEDULE

Exhibit A
Approved by City
Resolution 2021-044

ALL DEPARTMENTS

* means any applicable taxes are included

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Bad Check (NSF)		$ 39.00		Each NSF *
Late Interest	.875% of unpaid balance		0.00875	Per Month *
Late Fee	$4.95 per month for billing	$ 4.95		Per Month *
Copies 8.5" x 11"	per page / per side	$ 0.25		Each Page *
Color Copies 8.5" x 11"	per page / per side	$ 1.00		Each Page *
Copies 8.5" x 14"	per page / per side	$ 0.35		Each Page *
Color Copies 11" x 17"	per page / per side	$ 1.50		Each Page *
CDs	Electronic files provided on CD	$ 5.00		Each CD *
DVDs	Electronic files provided on DVD	$ 10.00		Each DVD *
Emailed electronic records	electronic files provided by email	$ 5.00		Each email *
Fax 1st Page	First page	$ 1.50		Each *
Fax Each Additional Page	Additional Pages	$ 0.50		Each Page *
Labor Fee	1 hr Per Staff min.	$ 75.00	$ 78.75	Hour
Labor Overtime fee (or after Hours)	2 hr Per Staff min. (if call out)	$ 112.50	$ 118.13	Hour
Labor Holiday Pay	2 hr Per Staff min. (if call out)	$ 150.00	$ 157.50	Hour
Penalty for storage on City property (non-leased land)	$0.25 per sq ft per month	$ 0.25	$ 0.2625	Per Month *
Platting and recording fees per WMC 16.04.080				
Notary	per document	$ 10.00		Each Stamp *

HARBOR

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Preferential Moorage	JAN through DEC	$ 70.49	$ 74.01	ft./year *
Annual Transient Moorage (For Qualiflying Patrons)	JAN through DEC	$ 70.49	$ 74.01	ft./year *
Transient Moorage (Summer Rate)	Daily	$ 1.12	$ 1.18	ft./day
Transient Moorage (Summer Rate)	Monthly (Eff. Apr 1 - Sept. 30)	$ 16.07	$ 16.87	ft./monthy
Transient Moorage (Winter)	Eff Oct 1 - March 31	$ 47.25	$ 49.61	ft./season *
Launch Ramp (Rec/Comm Fishing)	Round Trip	$ 20.00	$ 20.00	Each *
Launch Ramp (Rec/Comm Fishing)	Annual Launch Permit	$ 160.00	$ 160.00	Year *
Launch Ramp Commercial Use	Annual Permit	$ 500.00	$ 500.00	Year *
Launch Ramp Freight Landing Fee	Each Use	$ 125.00	$ 125.00	Each Time *
Wharfage	Freight (per ton)	$ 14.29	$ 15.00	Ton
Wharfage	Raw Fish (per ton)	$ 19.05	$ 20.00	Ton
Delong Dock Wharfage - Freight	Freight (Per pounds)	$ 0.03	$ 0.04	LBS
Delong Dock Wharfage - Raw Fish	Raw Fish (Per pounds)	$ 0.040	$ 0.05	LBS
Hoist	Min. 1 hr	$ 41.50	$ 43.58	1 hr
Grid	Per Foot per Tide	$ 2.42	$ 2.54	ft./tide
STORAGE / MAINTENACE				
Dry Storage -- Winter, Per Ft/Month	Vessel (Oct 1-April 1)		$ 4.00	ft./Month *
Dry Storage -- Winter, Per Day	Vessel (Oct 1-April 1)	$ 6.00	$ 6.30	Day *
Penalty for storage on City property (non-leased land)	$0.25 per sq ft per month	$ 0.25	$ 0.2625	Per Month *
Boat Maintenance (5 hours)	Vessel	$ 25.00		5 Hour Max
PARKING (daily rates are midnight-midnight) [Kiosk or MacKay Pay App]				
Single Vehicle Parking (up to 24ft.) No campers	Daily - flat rate per day		$ 11.00	Day *
Parking (January Through December) Per Car	Annual - Flat rate per year (a)	$ 250.00	$ 262.50	Year *
Parking - Truck & Trailer (when available)	Daily - flat rate per day		$ 22.00	Day *
ELECTRIC USAGE				
KWH - Small Boat Harbor		$ 0.19	$ 0.20	Per KWH
Monthly Service Charge - Small Boat Harbor	Only if elec. Used	$ 13.20	$ 13.86	Monthly
Unmetered Electric		$ 12.00	$ 12.60	Day
KWH - Delong Dock		$ 0.29	$ 0.30	Per KWH
Monthly Service Charge - Delong Dock	Only if elec. Used	$ 36.50	$ 38.33	Monthly

USED OIL AND WATER COLLECTION FEES				
Absorbent Pads	Each	$ 2.25	$ 2.36	Each
CAMPING (rates are noon-noon) [Kiosk or MacKay Pay App]				
Tent Site + Vehicle	Primitive w/fire ring		$ 11.00	Day *
Tent Site + Vehicle (Week)	Primitive w/fire ring		$ 65.00	Week (7days) *
RV/Trailer/Motorhome	Primitive w/fire ring		$ 20.00	Day *
RV/Trailer/Motorhome (Week)	Primitive w/fire ring		$ 120.00	Week (7days) *
MISCELLANEOUS				
Late Interest	.875% of unpaid balance		0.00875	Per Month *
Late Fee	$4.95 per month for billing	$ 4.95		Per Month *
Ower/Agent Assist		$ 75.00	$ 78.75	Hour
Bilge Pump Out	Min. 1 hour	$ 75.00	$ 78.75	Hour
Emergency snow removal	Each occurrence	$ 250.00	$ 262.50	Each
Sewer Pump Out		$ 10.00	$ 10.50	Each
Bilge Pump Rental	Min. 1 hour	$ 40.00	$ 42.00	Hour
Shower		$ 4.76	$ 5.00	Time
Annual Trash Dump Fee for each Harbor business/leaseholder on April 1		$ 275.00		Year
Monthly trash service charge for each Harbor business/leaseholder (b)		$ 75.00		Per Month
Tow (boat rate)(plus labor charged per hour)	min. 1 hour, Plus labor	$ 75.00	$ 78.75	Hour
Harbor Wait List			$ 50.00	Year *

(a) Effective January 1, 2022, special parking arrangements are no longer allowed. Stall holders, business owners, individuals will pay for each individual parking permit with no additional free parking passes allowed, and each parking space that is used will require a parking permit if not paid at the daily rate..

(b) Effective April 1 through November 1, applies to Harbor businesses, leaseholders, and commercial vessels subject to business license requirements.

PUBLIC WORKS

All Equipment and Vehicles will be billed at current Blue Book Rates.
All Labor will be billed at applicable City rates (see All Departments).

PUBLIC SAFETY

SERVICE	DESCRIPTION	RATE	W/TAX	PER
Requests for Police Records on paper		$ 20.00	$ 21.00	Each
Request for accident report on paper		$ 20.00	$ 21.00	Each
Civil Paper Service		$ 50.00	$ 52.50	Each
Records or reports on CD		$ 20.00	$ 21.00	Each
Records or reports on DVD		$ 25.00	$ 26.25	Each
Burn Permit - One Time		$ 25.00	$ 26.25	Each
Burn Permit - Commercial		$ 100.00	$ 105.00	Each
First Aid/CPR Class		$ 50.00	$ 52.50	Each
Ambulance fees	See WMC 13.16.010; based on actual costs + O/H			
Towing and storage fees	See WMC 10.24.200			
Civil penalties for parking violations	See WMC 10.24.230			
Fire fees	See WMC 2.27.200; based on actual costs + O/H			
All Equipment and Vehicles will be billed at current Blue Book Rates.				
All Labor will be billed at applicable City rates (see All Departments) plus 15% overhead.				

** Boat must remain on trailer. Work limited

Sponsored by: Hunt

CITY OF WHITTIER, ALASKA
RESOLUTION 044- 2021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITTIER ALASKA, ADOPTING A 2022 WHITTIER FEE SCHEDULE FOR ALL CITY DEPARTMENTS, INCLUDING THE HARBOR

WHEREAS, the City of Whittier is the municipal government for Whittier, Alaska and provides a variety of services for customers utilizing City facilities, including the City-owned harbor and port infrastructure; and

WHEREAS, the City administration annually examines the fee schedule and makes recommendations to the City Council to establish adequate fees to be charged appropriately and fairly; and

WHEREAS, the City Council has reviewed and approved the 2022 Fee Schedule as attached hereto; and

WHEREAS, the 2022 Fee Schedule will be effective beginning January 1, 2022, and the rates contained herein may be billed in advance of January 1 for fees for services received by customers on or after January 1, 2022.

NOW, THEREFORE, BE IT RESOLVED; that the Whittier City Council hereby adopts the attached Exhibit A as the 2022 Fee Schedule.

PASSED AND APPROVED BY A DULY CONSTITUTED QUORUM OF THE WHITTIER CITY COUNCIL this 16th day of November 2021.

THE CITY OF WHITTIER, ALASKA

Dave Dickason, Mayor

AYES: McCord, Wagner, Shen Dickason
NAYS: Blair, Pinqouch, Denmark
ABSENT:
ABSTAIN:

ATTEST:

Jackie C. Wilde
Assistant City Manager/Acting City Clerk