City of Valdez

212 Chenega Ave.
Valdez, AK 99686

Meeting Agenda

Ports and Harbor Commission

Monday, December 16, 2019 | **7:00 PM** | **Council Chambers**

Regular Meeting

REGULAR AGENDA - 7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC BUSINESS FROM THE FLOOR

IV. NEW BUSINESS

1. Approval of a Recommendation to City Council to Authorize a Lease with Valdez Motor Sports Club, Inc. for a 10-Acre Portion of USS 439 (Pipeyard)

Attachments: Valdez Motor Sports Club Lease Application
Public Works Comments
Pipeyard Aerial Map
Original Valdez Motor Spots Club Use Agreement

2. #20-06 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 17-44 Naming Such Rates and Fees

Attachments: #20-06 Setting Rates and Fees for the Valdez Harbors

V. COMMISSION BUSINESS FROM THE FLOOR

VI. ADJOURNMENT

File #: 19-0513, **Version:** 1

ITEM TITLE:
Approval of a Recommendation to City Council to Authorize a Lease with Valdez Motor Sports Club, Inc. for a 10-Acre Portion of USS 439 (Pipeyard)

SUBMITTED BY: Nicole LeRoy, Planning Technician

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve a recommendation to City Council to authorize a lease with the Valdez Motor Sports Club, Inc. for a 10-acre portion of USS 439 (Pipeyard) with the following conditions:

1. Staff recommends the new lease agreement contain a non-exclusive use clause allowing for similar compatible uses in the lease area and unrestricted access to other recreational users of the area.

2. Staff recommends that the new lease agreement contain a section expressly stating that the City has the right to use any portion of this 10-acre portion of USS 439 for Port Operations, or other City uses as necessary.

3. Staff recommends that the lease agreement prohibit the Motor Sports Club from enclosing or otherwise blocking off the lease area, moving any earth so as to create ramps, etc., or constructing or placing any structures on their lease site without written permission from the City. Any changes to the use permitted under this recommendation will require a lease amendment and approval by City Council.

4. Staff recommends that the lease can be terminated within 30-days written notice to the lessee,

with or without cause.

5. Staff recommends that access to Port storage buildings and facilities remain unrestricted and the area unenclosed.

6. Per VMC 17.08.170, no subleasing or assignment of the lease shall be permitted.

SUMMARY STATEMENT:

On December 10, 2019, the Planning Department received an application from the Valdez Motor Sports Club to lease a 10-acre portion of the Pipeyard at USS 439, Valdez Townsite for staging of motor sports activities.

The Valdez Motor Sports Club has leased a 10-acre portion of USS 439 for winter motor sports activities since an agreement was approved and executed in 2000. This original agreement was amended four times to extend the term through July 14, 2018 when the agreement expired. The Valdez Motor Sports Club has now re-applied to lease this portion of USS 439 for five years, with two five-year extensions. The Valdez Motor Sports Club has detailed their request in the narrative attached with their application and indicated that they are applying to lease the property for staging of motor sports events and activities.

In addition to staging for motor sports activities, as part of their lease application, Valdez Motor Sports Club has requested permission to maintain a storage connex, control tower, portable restrooms, dumpsters, timing shack, search and rescue trailer, and various temporary vendor stands during events at the location. Attendees of their events will use the area for parking as well. The storage connex, control tower, and search and rescue trailer are permanent fixtures, while the restrooms, dumpsters, timing shack, and vendor stands would be on a temporary basis associated with events only. Any extension of deviation from this list will require City permission. Any changes to the use permitted under this recommendation will require a lease amendment and approval by City Council.

Per Valdez Municipal Code 4.08.060, “no application for lease shall be considered unless the land desired to be leased is zoned to permit the use to which the applicant intends to put the land.” The area the Valdez Motor Sports Club has applied for is zoned light industrial which includes open spaces for recreation as a permitted principal use as well as accessory buildings in connection with a permitted principal use.

It should be noted that the original agreement between the City and the Motor Sports Club was a “land use permit.” Land use permits were used in the past in place of leases for some agreements. Because this type of permit is not outlined in Valdez Municipal Code, staff is bringing forward this proposal using the standard lease process. Council approval of this application will allow staff to execute a new lease agreement with the Valdez Motor Sports Club.

In the past, the prior agreement contained a non-exclusive use clause as well as a 10-day termination clause (see below). Staff recommends that the non-exclusive use clause and a 30-day termination clause allowing the City to cancel the agreement with or without cause be included in the new lease agreement as well, given the seasonal and intermittent nature of the lessee's use to allow for other compatible uses of the property. The Pipeyard is Ports and Harbors property, designated as a laydown area. The Port needs to reserve the right to use the Pipeyard for Port operations as needed, including, but not limited to, storage and staging for military and shipping operations.

"12. Non-exclusive Use. The use of the Real Property by the Valdez Motor Sports Club will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed by the City. The Valdez Motor Sports Club shall work cooperatively with other users of the facility. Failure to do so may be cause for termination of the Agreement."

"10. Termination. This Agreement may be terminated by the City with or without cause or should the Valdez Motor Sports Club's use interfere with the City's use of the Real Property or upon the Valdez Motor Sports Club's failure to perform or comply with any of the conditions or obligations contained in this Agreement. In such event, the City shall give ten (10) days prior written notice of the termination and the Valdez Motor Sports Club shall have (30) days to remove any of its equipment from the Real Property. This Agreement may be terminated by the Valdez Motor Sports Club upon thirty (30) days prior written notice of the termination and the Valdez Motor Sports Club shall then have thirty (30) days to remove its building from the Real Property."

Valdez Municipal Code defines fair rental value as 10 percent of appraised value for lease of City land. The cost of this appraisal is borne by the lessee per VMC 4.08.100. Valdez Motor Sports Club has indicated that they would like to lease this portion of the Pipeyard for no annual fee, as they have done in the past. Per Valdez Municipal Code Section 4.08.030 - Fair rental value to be used for leases - Exceptions, "the city may lease city lands for less than the fair rental value to any state or federal agency or political subdivision, a public utility, a nonprofit organization, or to a new industry on terms advantageous to the public welfare of the city if the council, by motion passed by not less than six councilmen, determines the lease to be in the best interest of the public." Due to the requested discounted rent, the approval of this lease requires an affirmative vote of not less than six City Council members.

However, possessory interest requires that the Motor Sports Club be responsible for paying property taxes unless they are specifically exempted under Valdez Municipal Code Title 3.12 Property Taxes (see below.)

3.12.050 Community purpose property exemption.

The property of an organization not organized for business or profit-making purposes and used exclusively for community purposes may be exempt from taxation under this chapter. That portion of the property regularly used for commercial purposes other than the organization's exempt purpose shall be subject to taxation by the city. In order to qualify for this exemption, the applicant must file a written application for the exemption no later than January 15th of each assessment year for which the exemption is sought. The application shall be on a form prescribed by the city and shall include all information determined necessary by the city to determine the character of the organization and the nature of the uses made of the property. An exemption granted under this section shall be only for the assessment year for which the exemption is sought.

Following a vote from the Ports and Harbors Commission, the Valdez Motor Sports Club's lease application will go before the Planning and Zoning Commission for a recommendation, and to City Council for approval.

Staff recommends the above listed conditions be included in the recommendation to approve this lease application.

Pending Council approval of this application, Planning Department staff will work with the City Attorney and Valdez Motor Sports Club to execute a new lease agreement for five years, commencing July 15, 2018 and extending through July 14, 2023 with two five-year options to extend granting the Motor Sports Club use of the property to operate, and maintain a motor sports staging area for their own use." The agreement will be retroactive from the date of expiration.

RECEIVED
DEC 10 2019
BY: M

CITY OF VALDEZ
APPLICATION FOR LEASE OF CITY OWNED LAND

Application Fee: $50.00 (Non-refundable) **FEE WAIVED FOR 2017 PER RES# 12-72**

This form is to be completed by an individual or an organization proposing to lease City-owned land. Complete in full and to the best of your knowledge. Please explain any omissions and use additional pages where appropriate. If requested, proprietary and financial information of applicants that is so marked will be kept confidential.

The completed application shall be returned to the Valdez Community & Economic Development Department located in City Hall along with the Application fee.

A deposit of $3,000 will be required prior to the City initiating any required appraisal or land survey. The deposit will be used to offset the cost of the appraisal and land survey. If additional funds are necessary, the applicant will be billed as part of the lease. If there is a balance, it will be applied to the first year's lease payment. This deposit will be the cumulative amount of any required appraisal, land survey or Phase I environmental analysis according to the following schedule:

* If a survey and/or appraisal are required:	$3,000
* If a Phase I Environmental Analysis only is required:	$3,000
* If a survey or appraisal and Environmental Analysis are required: (Required on all industrial land)	$5,000

1. Name of Individual Completing Application Form:

Name: Ken Lares Phone: 907-255-2164
Daytime/ Message

Mailing Address: PO ~~3689~~ 1021

2. If other individual(s) or an organization(s) will be a party to this application, indicate below. Attach additional pages as needed:

a) Name Valdez Motor Sports Club Phone: 907-255-2164

Mailing Address PO 3689

Relationship to other applicant(s) President

b) Organization's name Valdez Motor Sports Club

Address PO Box 3689

Primary Contact: Ken Lanes

Title: President

Daytime Phone #: 907-255-2164

3. TYPE OF ORGANIZATION: (Check one)

Individuals_____ Business Corporation_____
General Partnership_____ Non-Profit Corporation X
Limited Partnership_____ Non-Profit Association_____
Other_____

If non-profit, has IRS Tax Exempt Status been obtained? Yes____ No X
If yes, attach letter of determination.

Note: Please submit, as appropriate, the following items with this application:

1. Current Alaska business license; ✓
2. Designation of signatory authority to act for organization of other individuals;
3. Certificate and articles of incorporation;
4. Partnership agreement and amendments;
5. Charter/by-laws for non-profits;
6. Most recent annual financial statement;

4. Legal Description AFFECTED BY APPLICATION:

Located in Township_____Range_____Section_, _____Meridian

Lot/ Block/ Tract/ Subd._____Plat #_____

Other Description USS 439 (pipeyard), Valdez recording district, 3rd judicial district

Tax # —No. of Acres 10

5. DESCRIBE PROPOSAL. ATTACH NARRATIVE FOR FURTHER DESCRIPTION AND A SITE PLAN (the description should include the use; value and nature of improvements to be constructed; the type of construction; and, the estimated dates for construction to commence and be completed).

See attached

6. WHAT IS THE TERM OF THE LEASE DESIRED?

5 years with two 5 year extensions

7. IF THE REQUEST FOR A LEASE AT LESS THAN FAIR MARKET VALUE, PROVIDE JUSTIFICATION.

See attached

8. PLEASE STATE WHY YOU BELIEVE IT WOULD BE IN THE "BEST INTEREST OF THE CITY" TO APPROVE YOUR PROPOSAL AND PROCESS YOUR APPLICATION.

see attached

9. CURRENT STATUS OF LAND. DESCRIBE ANY EXISTING IMPROVEMENTS, PROVIDE PHOTOGRAPHS IF POSSIBLE.

see attached

10. HAS APPLICANT PREVIOUSLY PURCHASED OR LEASED CITY LAND OR RESOURCES? __X__ YES _____ NO. IF YES, PROVIDE LEGAL DESCRIPTION, TYPE OR PURCHASE OR LEASE, AND STATUS.

We have leased the pipeyard for at least 20 years.

11. IF APPLICANT IS A BUSINESS OPERATION, LIST PRESENT BUSINESS ACTIVITIES.

12. IF REQUIRED, ARE YOU PREPARED TO SPEND FUNDS FOR THE FOLLOWING:

YES	NO	
	X	a) Performance bond
	X	b) Damage deposit
X		c) General liability insurance
	X	d) Worker's compensation insurance
	X	e) Survey and platting
	X	f) Appraisal fee
	X	g) Closing fees, which may include title insurance, document preparation, escrow closing, and recording
X		h) Any federal, state and local permits required
X	X KML	I) Maintenance costs (present or future)

13. LIST THREE (3) CREDIT OR BUSINESS REFERENCES:

Name	Address	Phone #
Seed Media		907-200-2012
Arts Design		907-835-4205
Petro Managerial Services		907-835-8990

14. HAS APPLICANT, OR AFFILIATED ENTITY, EVER FILED A PETITION FOR BANKRUPTCY, BEEN ADJUDGED BANKRUPT OR MADE AN ASSIGMENT FOR THE BENEFIT OF CREDITORS?

NO

15. IS APPLICANT, OR AFFILIATED ENTITY, NOW IN DEFAULT ON ANY OBLIGATION TO, OR SUBJECT TO ANY UNSATISFIED JUDGEMENT OF LIEN? _____ YES KML (NO) IF YES, EXPLAIN:

COMPLETE THE FOLLOWING APPLICANT QUALIFICATION STATEMENT FOR EACH INDIVIDUAL APPLICANT OR ORGANIZATION. ATTACH ADDITIONAL STATEMENTS IF NEEDED.

APPLICANT QUALIFICATION STATEMENT

I, Ken Lares
(Individual Name)

I, _____
(Individual Name)

I, Ken Lares On Behalf of Valdez Motorsports Club
(Representative's Name) (Organization's Name)

PO 3689
(Address)

Valdez, Alaska 99686
(City, State) (Zip)

do hereby swear and affirm for myself as applicant or as representative for the organization noted above that:

The Applicant is a citizen of the United States, over the age of nineteen; and

If a group, association or corporation, is authorized to conduct business Under the laws of the State of Alaska; and

Has not failed to pay a deposit or payment due the City in relation to City-owned real property in the previous five (5) years; and

Is not currently in breach or default on any contract or lease for real Property transactions in which the City has an interest; and

Has not failed to perform under or is not in default of a contract with the City; and

Is not delinquent in any tax payment to the City.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE TO MY KNOWLEDGE.

9/30/2019

Applicant Signature Date | Applicant Signature Date

Ken Lares

Print Name | Print Name

Comdev/data/forms/LandLease&SalesForms/AppforLeaseofCityLand

Valdez Motor Sports Club 2019 Lease Application

To whom it may concern,

The Valdez Motor Sports Club also known as the Valdez Snowmachine Club will be referred to as the VSC below. As a Non-profit the VSC is comprised of volunteer members whom collectively host events and activities that further our efforts to positively represent motorsports in the Valdez area and the State of Alaska. The VSC is dedicated to promoting and advocating for snowmachine use and activity along with practicing safe riding and avalanche awareness. We maintain a Search and Rescue trailer that is ready to go at a moment's notice. We have successfully rescued a number of people over the years and stand ready to be called upon today, if necessary. We also encourage family trail riding and host two very well respected races each year. For almost 20 years the VSC has leased the Valdez Pipeyard for our events. We have proven ourselves to be good stewards of the land and relationship and hope to continue and increase the benefit our community sees from it.

The numbers below reference the questions from the application.

5. To develop, operate and maintain a Motor Sports facility for our own use. Including the placement or storage of a connex, Control tower (in place), portable restrooms, dumpsters, timing shack and various vendors and their temporary stands or food carts for the duration of our events.

(7-9) The VSC hosts two well-known competitive events as well as several smaller activities in the Valdez area. One of our events is the Valdez Mayor's cup which has traditionally started and finished in the Valdez pipe-yard. We bring racers from all of the state and occasionally out of state to participate in this event. This has provided a proven economic boost to the community as well a popular spectator opportunity during a slower time of year. The VSC is able to operate as leanly as it does by minimizing overheads and focusing on putting every dollar we bring in towards enhancing our events and capabilities that benefit our members and community. We feel fees and taxes normally applied to a lease are not a productive use of our limited income and are hoping that given the social and economic benefits our events provide that the stewards of city property will agree.

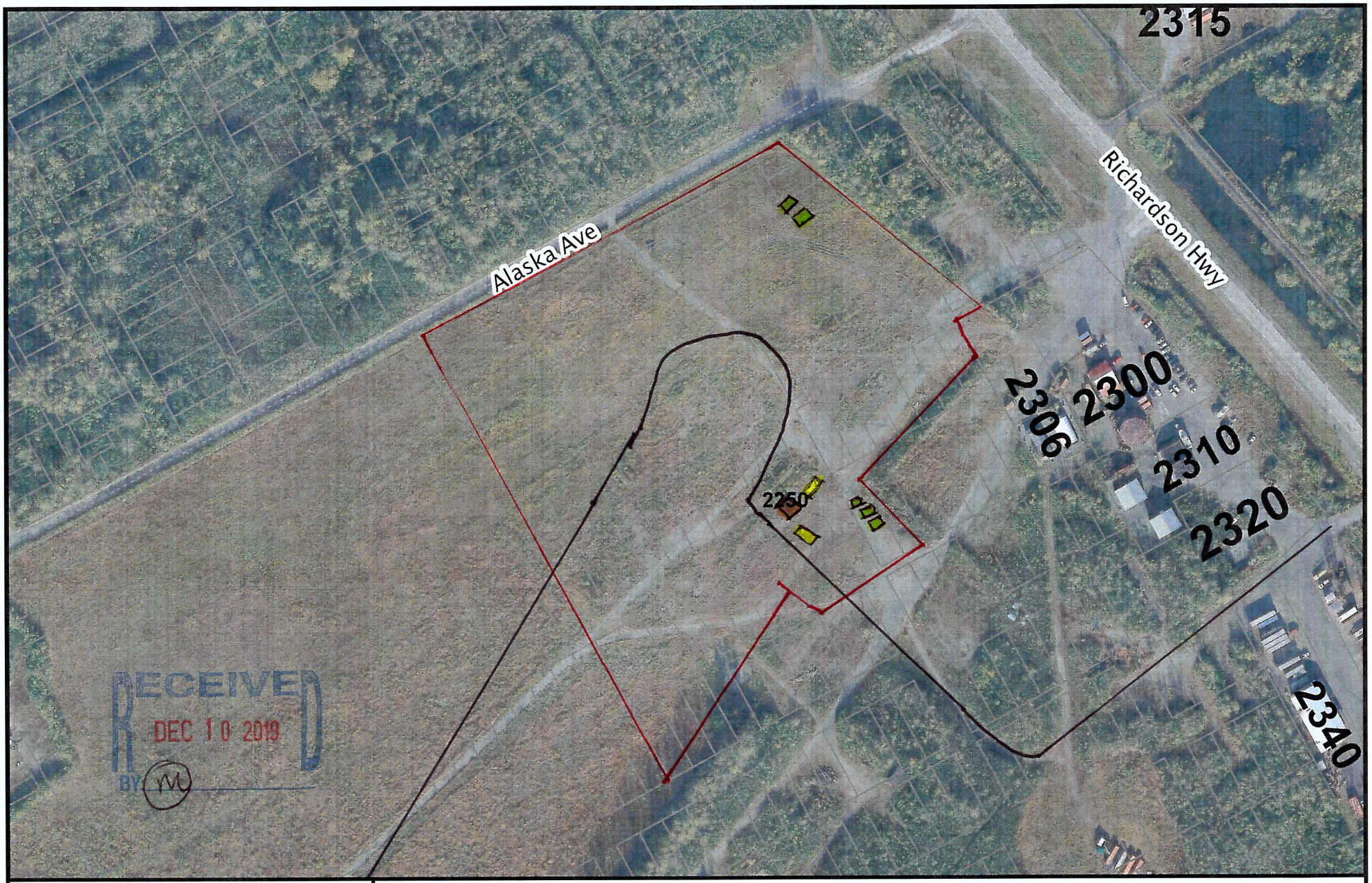
Thank you,
Ken Lares
President
VSC

From: Valdez Snowmachine Club
To: Nicole LeRoy
Date: Tuesday, December 10, 2019 12:44:11 PM

Hi Nicole,

I would like to reduce our lease request to the 10 acres outlined on the map. I would also like to request the ability to store the snowmachine club search and rescue trailer there should we need to.

Thanks,
Ken Lares
President
Valdez Snowmachine Club



RECEIVED
DEC 10 2019
BY M

CITY OF VALDEZ, ALASKA
OPPORTUNITIES IN EVERY SEASON

0 62.5 125 250 Feet

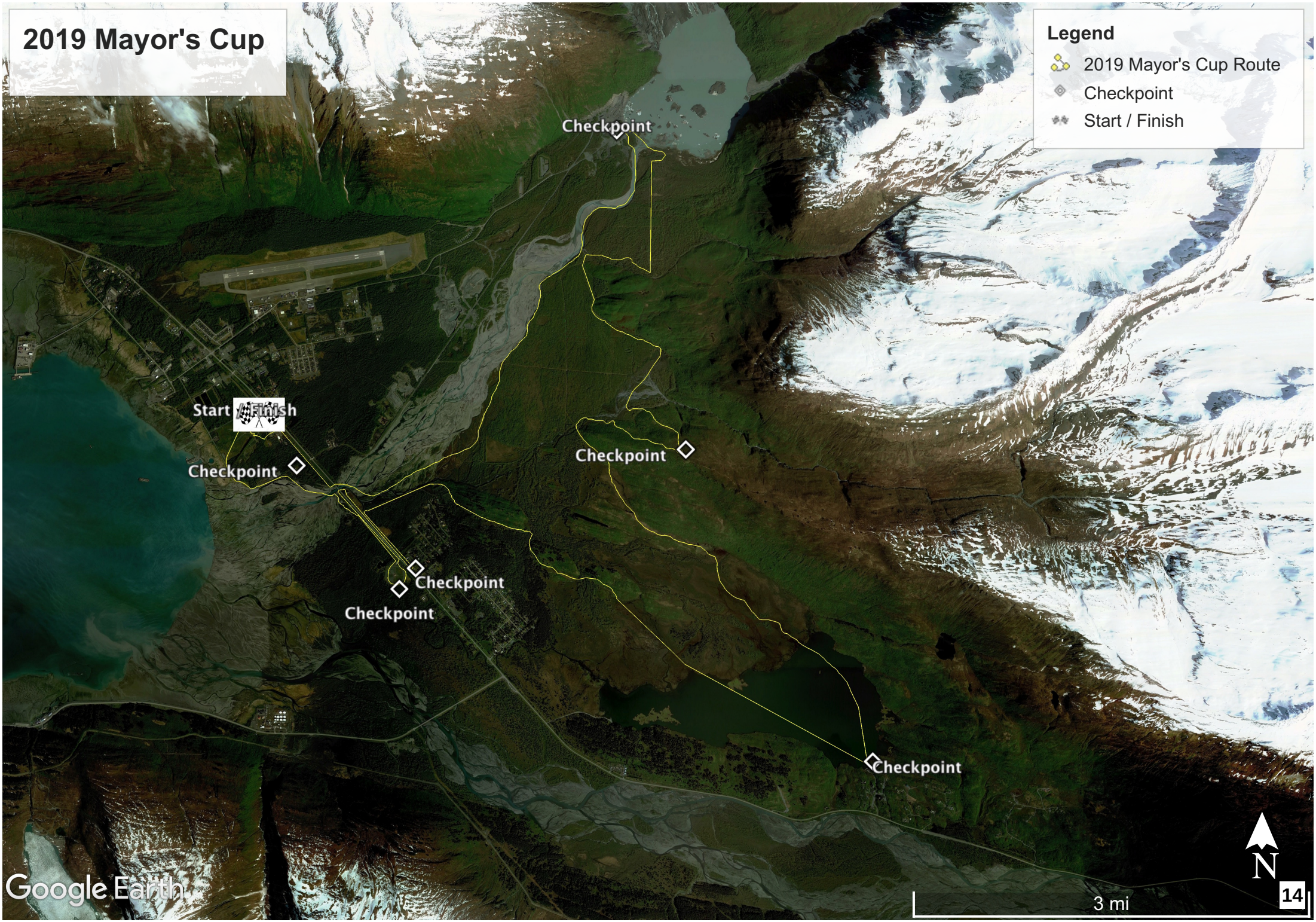
Date: 12/10/2019

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

USS 439 Valdez Townsite (Pipeyard)

- Observation Tower
- Timing Shack Trailer & Search and Rescue trailer
- Blue rooms & dumpster

– Mayors cup trail


2019 Mayor's Cup
Legend
2019 Mayor's Cup Route
Checkpoint
Start / Finish
Checkpoint
Start / Finish
Checkpoint
Checkpoint
Checkpoint
Checkpoint
Checkpoint
Google Earth
N
3 mi

AK Entity #: 51548D
Date Filed: 08/13/2019
State of Alaska, DCCED

15

FOR DIVISION USE ONLY

Web-8/13/2019 12:09:14 PM

THE STATE of ALASKA

Department of Commerce, Community, and Economic Development
Division of Corporations, Business, and Professional Licensing
PO Box 110806, Juneau, AK 99811-0806
(907) 465-2550 • Email: corporations@alaska.gov
Website: corporations.alaska.gov

Domestic Nonprofit Corporation

2019 Biennial Report

For the period ending June 30, 2019

Due Date: This report along with its fees are due by July 2, 2019

Fees: If postmarked before August 2, 2019, the fee is $25.00.
If postmarked on or after August 2, 2019 then this report is delinquent and the fee is $30.00.

Entity Name: VALDEZ MOTOR SPORTS CLUB, INC.

Entity Number: 51548D

Home Country: UNITED STATES

Home State/Prov.: ALASKA

Physical Address: 139 E PIONEER DR, VALDEZ, AK 99686

Mailing Address: P.O. BOX 3689, VALDEZ, AK 99686-3689

Registered Agent information cannot be changed on this form. Per Alaska Statutes, to update or change the Registered Agent information this entity must submit the Statement of Change form for this entity type along with its filing fee.

Name: Laura Saxe

Physical Address: 139 E Pioneer Dr, Valdez, AK 99686

Mailing Address: PO BOX 3689, VALDEZ, AK 99686

Officials: The following is a complete list of officials who will be on record as a result of this filing.

- **Provide all officials and required information. Use only the titles provided.**
- **Four (4) Mandatory Officers, who must be individuals:** this entity must have a President, Vice-President, Secretary, and Treasurer. Two or more offices may be held by the same individual, except the offices of President and Secretary cannot be the same individual.
- **Three (3) Mandatory Directors, who must be individuals.** The number of directors must be at least three (3).

Full Legal Name	Complete Mailing Address	% Owned	Assistant Secretary	Assistant Treasurer	Director	President	Secretary	Treasurer	Vice President
Sarah Von Bargen	BOX 2726, VALDEZ, AK 99686	N/A			X			X	
KEN LARES	BOX 1021, VALDEZ, AK 99686	N/A			X	X			
HEIDI JOHNSON	BOX 1703, VALDEZ, AK 99686	N/A			X		X		
JACKSON KINNEN	BOX 483, VALDEZ, AK 99686	N/A			X				X

If necessary, attach a list of additional officers on a separate 8.5 X 11 sheet of paper.

Purpose: PORMOTE MOTORIZED SPORTS

NAICS Code: 813410 - CIVIC AND SOCIAL ORGANIZATIONS

New NAICS Code (optional):

Mandatory Property Value: Estimated value of all real or personal property of the corporation:

30000

Mandatory. Do not leave blank.

16

This form is for use by the named entity only. Only persons who are authorized by the above Official(s) of the named entity may make changes to it. If you proceed to make changes to this form or any information on it, you will be certifying under penalty of perjury that you are authorized to make those changes, and that everything on the form is true and correct. In addition, persons who file documents with the commissioner that are known to the person to be false in material respects are guilty of a class A misdemeanor. Continuation means you have read this and understand it.

Name: Ken Lares

Alaska Business License # **1079246**

Alaska Department of Commerce, Community, and Economic Development

Division of Corporations, Business, and Professional Licensing

PO Box 110806, Juneau, AK 99811-0806

This is to certify that

VALDEZ MOTOR SPORTS CLUB, INC.

PO. BOX 3689, VALDEZ, AK 99686

owned by

VALDEZ MOTOR SPORTS CLUB, INC.

is licensed by the department to conduct business for the period

August 13, 2019 to December 31, 2020
for the following line(s) of business:

71 - Arts, Entertainment and Recreation; 81 - Services

This license shall not be taken as permission to do business in the state without having complied with the other requirements of the laws of the State or of the United States.

This license must be posted in a conspicuous place at the business location.
It is not transferable or assignable.

Julie Anderson
Commissioner

CITY OF VALDEZ, ALASKA
BUSINESS REGISTRATION #1203

This is to certify that

Valdez Motor Sports Club, Inc.

NAME OF BUSINESS

Ken Lares

OWNER

PO Box 3689
Valdez AK 99686

ADDRESS

is a registered business in compliance with Section 5.04 of the Valdez City Code.

Business Registrar
City of Valdez, Alaska

12/31/2019

Expiration Date

****

NOTE: BUSINESS REGISTRATIONS are required to be renewed yearly.

Hi Nicole,

Historically Public Works has provided snow removal for Snowmachine Club events in the pipeyard and we clear/cut brush out there as part of our normal operations during the summer. We are happy to continue doing the work that we have historically done, but requests by the Snowmachine Club for additional work may need further staff and City Manager discussion to approve.

Sincerely,

Rob

Rob Comstock
Public Works Director
City of Valdez, Alaska
(907)835-4473
rcomstock@valdezak.gov

CITY OF VALDEZ, ALASKA
OPPORTUNITIES IN EVERY SEASON

0 65 130 260 Feet

Date: 11/1/2019

Information displayed is for informational purposes only. The City of Valdez makes no warranties, expressed or implied as to the veracity or accuracy of the information herein.

USS 439 VALDEZ TOWNSITE (PIPEYARD)

USE AGREEMENT

This USE AGREEMENT ("Agreement") is hereby entered into by and between the CITY OF VALDEZ, ALASKA, an Alaska municipal corporation ("City"), and the Valdez Motor Sports Club.

WITNESSETH:

WHEREAS, the City is owner of that certain parcel of real property this is located in the Valdez Recording District, Third Judicial District, State of Alaska ("Real Property"), more particularly described as follows:

10 acres of land within USS 439 as specified in attachment A

NOW, THEREFORE, IT IS MUTUALLY AGREED between the City and the Valdez Motor Sports Club as Follows:

1. Use of Real Property. The City grants the Valdez Motor Sports Club the right and privilege to come and be present upon and to make use of a portion of the Real Property for the following purpose only:

   To develop, operate and maintain a Motor Sports facility for their own use.

2. Fees. The Motor Sports Club shall pay no fees to the city, in exchange for the right and privilege to use the Real Property as is permitted under this Agreement.

3. Term. This Agreement shall be for a Term of FIVE (5) years, commencing on the 15th day of July, 2000 and terminating five years after that date unless this Agreement is terminated at some earlier date under the terms and conditions set out hereinbelow.

4. Extended Term. The City may extend the Term of this Agreement for a period of FIVE (5) years if and insofar as the Valdez Motor Sports Club gives written notice to the City of an intention to exercise this option no later than sixty (60) day prior to the expiration of the Term and that, at such time, the Valdez Motor Sports Club is not in default in the performance of any of the terms and conditions of this Agreement or has failed to comply with any of the terms and conditions thereof, and the Valdez City Council finds it to be in the public interest. Fees for use of this property may be considered prior to extending the Term.

5. Specific Buildings Permitted. The type and kind of building that the Motor Sports is permitted to place, install, and operate and maintain upon the Real Property under this Agreement is limited to the following:

   a. Connex
   b. Control Tower
   c. Portable Restroom

6. Consent Required. The Valdez Motor Sports Club shall not place or install any building, or make any alteration, addition, or improvement to any existing building previously placed or installed, or place or put any improvement on or to the Real Property, or commence any such undertaking without the prior written consent of the City. As a condition precedent to such consent, the Valdez Motor Sports Club shall deliver to the City written plans and specifications for all such work. Such consent will not be unreasonably withheld by the City. It is not the intent of this paragraph to restrict or prevent any maintenance required.

7. Compliance with Government Regulations. The Valdez Motor Sports Club shall comply and assumes sole responsibility for compliance with any and all economic, operational, safety and other requirements as are or may be imposed by federal, state, municipal, or other law or regulatory body, that apply or relate thereto pursuant to its involvement in the operations of the Motor Sports facility; the Valdez Motor Sports Club agrees to reimburse the City its entire costs, including but not limited to the amounts of fines or penalties and costs of counsel, arising from any assertion or finding of lack of compliance with any aforesaid laws and/or regulations arising out of or with respect to the Valdez Motor Sports Club's operations of the equipment associated with this Agreement.

8. Indemnification. The Valdez Motor Sports Club hereby assumes the entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever to all persons, whether employees or otherwise, and to all property, growing out of or resulting from the existence, placement, installation, maintenance, use or operation of equipment or improvements upon the Real Property under this Agreement. The Valdez Motor Sports Club agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against all loss, expenses, including attorney fees, damage or injury growing out of or resulting from or occurring in connection with the existence, placement, installation, maintenance, operation or use of equipment or improvements upon the Real Property under this Agreement.

9. Insurance Requirements. The Valdez Motor Sports Club shall maintain at its own expense insurance in such forms and amounts as is necessary to satisfy and meet its indemnification obligations set forth in this Agreement and shall give to the City yearly a certificate from all carriers showing the dates and expiration of any and all policies as well as the limits of liability thereunder.

10. Termination. This Agreement may be terminated by the City with or without cause or should the Valdez Motor Sports Club's use interfere with the City's use of the Real Property or upon the Valdez Motor Sports Club's failure to perform or comply with any of the conditions or obligations contained in this Agreement. In such event, the City shall give ten (10) days prior written notice of the termination and the Valdez Motor Sports Club shall have (30) days to remove any of its equipment from the Real Property. This Agreement may be terminated by the Valdez Motor Sports Club upon thirty (30) days prior written notice of the termination and the Valdez Motor Sports Club shall then have thirty (30) days to remove its building from the Real Property.

11. Assignability. The Valdez Motor Sports Club shall not assign (by Operation of law or otherwise) or transfer this Agreement or any interest therein without the prior written consent of the City.

12. Non-exclusive Use. The use of the Real Property by the Valdez Motor Sports Club will not be an exclusive use and therefore others who request to use it for similar purposes may also be allowed by the City. The Valdez Motor Sports Club shall work cooperatively with other users of the facility. Failure to do so may be cause for termination of the Agreement.

13. Snow Removal. The Valdez Motor Sports Club will be responsible for all snow removal necessary for its use under this Agreement.

14. Utility Installation/Usage. The Valdez Motor Sports Club will be responsible for the cost of installation and the utilization of sewer, water and electricity needed for its use.

15. Environmental Laws.
    a. The Valdez Motor Sports Club represents, warrants and agrees that it will conduct its activities on the Property in compliance with all applicable Environmental Laws, and will keep Property free of Hazardous Substances, except for fuel for heating generators. The City represents, warrants and agrees that it has in the past and will in the future conduct its activities on the Property in compliance with all applicable Environmental Laws and that the Property is free of Hazardous substance as of the date of this Agreement.

    b. The Valdez Motor Sports Club agrees to defend, indemnify and hold the City harmless from and against any and all claims, causes of action, demands and liability including, but not limited, to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and attorney's fees that the City may suffer due to the existence or discovery of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or released into the environment arising solely from the Valdez Motor Sports Club's activities on the Property.

    c. The indemnifications in this section specifically include costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any government authority.

IN WITNESS WHEREOF, the parties have duly executed this Agreement this 7th day of August, 2000.

CONTRACTOR

VALDEZ MOTOR SPORTS CLUB

By: Laura L. Saxe

Title: Sec / Tres

Date: 8-7-00

Box 610
Mailing Address

Valdez AK 99686
City, State, Zip Code

92-0136841
Federal I.D. or S.S.#

CORPORATE SECRETARY

Attest: Laura L Saxe
Corporate Secretary

CITY OF VALDEZ, ALASKA
AUTHORIZED:

By: David C. Cobb
David C. Cobb, Mayor
Date: 8/10/00

Attest:

By: Sheri L. Pierce
Sheri L. Pierce, CMC City Clerk

RECOMMENDED:

By: N M Robb
Nancy Robb ~~Dave Dengel~~, City Manager - Acting
Date: 8/8/00

By: Nancy M Robb
Nancy M. Robb, Parks & Recreation Director
Date: 8/8/00

APPROVED AS TO FORM:

Walker, Walker, Wendlandt, & Osowski LLC

By: William M. Walker
William M. Walker,
Attorney for the City of Valdez

SEAL OF THE CITY OF VALDEZ, ALASKA
INC. 1901

STATE OF ALASKA)
) ss.
THIRD JUDICIAL DISTRICT)

THIS IS TO CERTIFY that on this 7th day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn as such, personally appeared LAURA L. SAXE, known to me and to me known to be the CORPORATE SECRETARY of Valdez Motor Sports Club, and the individual named in and who executed the foregoing instrument, and he acknowledged to me that he did sign and seal the same as his voluntary act and deed and was authorized to do so by Port Valdez Company, Inc. for the uses and purposes therein mentioned.

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

LORI L. CAMPBELL NOTARY PUBLIC STATE OF ALASKA

Lori L. Campbell
Notary Public in and for Alaska
My Commission Expires: 4/2/01

Attachment A

File #: RES 20-0006, **Version:** 1

ITEM TITLE:
#20-06 - Naming Rates and Fees for Use of Facilities in the Valdez Harbors and Repealing Resolution No. 17-44 Naming Such Rates and Fees

SUBMITTED BY: Sarah Von Bargen, Harbormaster

FISCAL NOTES:

Expenditure Required: N/A
Unencumbered Balance: N/A
Funding Source: N/A

RECOMMENDATION:

Approve rates and fees for use of facilities in the Valdez Harbors and repeal Resolution No. 17-44 naming such rates and fees.

SUMMARY STATEMENT:

In 2017 Valdez City Council approved Resolution No. 17-44 setting the Valdez Harbor tenant and transient annual moorage rates reflecting a 7.5% increase per year for the 3 year period of 2018, 2019 and 2020. Additional rates that were added included laundry facility rates and miscellaneous fees.

Upon further review by Valdez Harbor staff, laundry fees should be revised due to changes in laundry equipment purchased during the expansion project. Staff also felt that a new fees and miscellaneous fine amounts needed updating.

The Harbor staff is recommending the Council approve the following changes also:

- Installation of a tiered rate structure for the drive-down float in an effort to keep vessels from mooring overnight or for extended periods of time.
- Slight change in verbiage and date range for upland storage of vessels in the truck/trailer section during summer months.
- Increase in boat move fees with use of Valdez Harbor skiff from a flat $30.00 per move to $60.00 per move within one basin and adding a flat fee of $100.00 per move between basins. Labor costs would be added to fees.
- Increase fines from $100.00 to $200.00 per violation of releasing any type of waste into

the water or uplands and also per violation of releasing oil or any kind of its derivative into the water or uplands.

- Leaving the laundry fee at $6.00 per wash and amending the dry fee to $1.00 per 12 minute cycle.

Harbor rate and fee changes were discussed during the November 18, 2019 Ports & Harbors Commission and unanimously approved by the Commission during the December 16, 2019 meeting.

CITY OF VALDEZ, ALASKA

RESOLUTION #20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA NAMING RATES AND FEES FOR USE OF FACILITIES IN THE VALDEZ HARBORS AND REPEALING RESOLUTION NO. 17-44 FORMERLY NAMING SUCH RATES AND FEES

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

WHEREAS, Resolution No. 17-44 previously established the schedule of rates and fees for the public use of the Valdez Small Boat Harbor; and

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

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

Section 1. Resolution No.17-44 is hereby repealed.

Section 2. The attached schedule of rates and fee shall govern the public use of the facilities in the Valdez Small Boat Harbor.

Section 3. This resolution shall become effective upon approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF VALDEZ, ALASKA, this 21st day of January, 2020.

CITY OF VALDEZ, ALASKA

_____
Jeremy O'Neil, Mayor

ATTEST:

_____
Sheri L. Pierce, MMC, City Clerk

VALDEZ SMALL BOAT HARBOR
SCHEDULE OF RATES AND FEES
RESOLUTION #20-06

SECTION I. MOORAGE FEES

A. Annual Slip Rental

The due date for all annual moorage rentals is established as January 1 in any calendar year to allow maximum utilization of the Valdez Small Boat Harbor. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

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

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

M Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. M Dock rates will be charged at thirty-five dollars ($35.00) per foot per year.

For the three year period 2018, 2019, and 2020 the annual increase for reserved moorage on A-K Docks will be a percentage amount not to exceed seven and a half percent (7.5%) per year. This resolution authorizes an increase of up to this amount each year, except that the City Council may during the annual budget process, set the increase at a lesser amount for the next calendar year.

Reserved moorage rates on A-K Docks for 2018 will be charged at forty dollars and seventy-six cents ($40.76) per foot per year.

Reserved moorage rates on A-K Docks for 2019 will be charged at forty-three dollars and eighty-two cents ($43.82) per foot per year.

Reserved moorage rates on A-K Docks for 2020 will be charged at forty-seven dollars and eleven cents ($47.11) per foot per year.

Reserved semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Reserved Tour Boat Dock moorage rates will be evaluated periodically, but will not increase unless authorized by this resolution. Tour Boat Dock rates will be charged at seventy-six and forty-one cents ($76.41) per foot per year. At the option of the vessel owner, the moorage fee may be paid in annual, semi-annual or monthly installments.

Reserved semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Reserved monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

All tour boats 60 feet overall length or longer shall be berthed at the Tour Boat Dock. All slips located at the Tour Boat Dock facility shall be classed as 60-foot slips. The rate shall be the annual moorage rate fee per foot per year based on the 60-foot length of the slip or the vessel length, whichever is greater. Tour boats have preferential rights to all Tour Boat Dock slips. In the event more tour boats than Tour Boat Dock slips are available, a waiting list will be implemented.

B. Transient Slip Rental

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

1. <u>Annual Transient Slip Rental</u>

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

if paid in advance. At the option of the vessel owner, the annual moorage fee may be paid in annual, semi-annual or monthly installments.

Transient annual, semi-annual moorage rates on A-M Docks may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on or before January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on A-M Docks may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

Transient annual, semi-annual moorage rates on Tour Boat Dock may be paid in two equal installments of sixty percent (60%) of the annual rate established above. The first installment is due and payable on January 1 of any calendar year. The second installment is due on or before July 1 of the same calendar year.

Transient annual, monthly moorage rates on Tour Boat Dock may be paid in twelve equal installments of twelve percent (12%) of the annual rate established above. Each prepaid installment is due and payable on or before the first day of each month of the same calendar year (January 1, February 1, March 1, etc.).

2. Monthly Transient Slip Rental

   a. Paid in Advance
   The monthly rate for transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be nine dollars and sixty three cents ($9.63) per foot for all docks except the Tour Boat Dock slips, which shall be twenty dollars ($20.00) per foot if paid in advance. The monthly rate applies only if paid in advance.

   b. Billed
   The monthly rate for billed transient moorage, based on the overall length of the vessel (including all hull attachments, such as bowsprits, dinghies, davits, etc.) shall be fourteen dollars and forty-five cents ($14.45) per foot for all docks except the Tour Boat Dock slips, which shall be thirty dollars ($30.00) per foot if moorage must be collected through an invoice.

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

Daily moorage paid in advance	Charged at $0.77 per foot per day
Daily moorage billed	Charged at $1.16 per foot per day

Daily moorage paid in advance for Tour Boat Dock slips	Charged at $1.50 per foot per day
Daily moorage billed for Tour Boat Dock slips	Charged at $2.25 per foot per day

C. Miscellaneous Moorage Fees

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

Vessels propelled solely by human power and that occupy less than one-half (1/2) of the space between two (2) finger floats will be assessed a fee of twenty-five cents ($0.25) per square foot per day or two dollars ($2.00) per square foot per month.

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

Tour or charter vessels using moorage in the harbor to transport passengers (but not staying in the harbor more than three (3) hours, will be assessed a transient passenger tax. This fee will be one dollar ($1.00) per passenger, per boarding trip. Insurance will be required and the City of Valdez listed as an additional insured.

Vessels mooring overnight at the Drive-Down Float in the South Basin will be assessed a fee of seventy-five cents ($0.75) per foot for the first three (3) nights, one dollar and fifty cents ($1.50) per foot for one (1) to three (3) additional nights, and three dollars ($3.00) per foot for seven (7) nights or more. (The Drive-Down Float is there for active loading and unloading and occasional net repair, not for long-term moorage).

SECTION II. UPLAND STORAGE

A. Upland storage of vessels, vessels on trailers, trailers, or cradles during winter months (October 1 - April 30) shall be charged at a minimum rate of sixty dollars ($60.00) per vessel, vessel on trailer, trailer, or cradle per month, up to thirty feet (30') in length. For all storage over thirty feet (30') in length, an additional two dollars ($2.00) per foot per month shall be charged.

B. Upland storage of vessels, vessels on trailers, trailers, or cradles during the summer months (May 1 - September 30) shall be six dollars and twenty-five cents ($6.25) per day per vessel, vessel on trailer, trailer, or cradle.

C. Upland storage of vessels, vessels on trailers, ~~trailers~~, or vessels on cradles during the summer months (May 15 - ~~September 15~~ August 31) stored in the truck/trailer area of the yard shall be charged twelve dollars and fifty cents ($12.50) per day.

D. Upland storage of vessels, vessels on trailers, trailers, or cradles staying past the nine (9) month allotted time shall be charged a fee that doubles each additional nine (9) months.

E. Upland storage/parking of vessels hooked to a vehicle or trailers hooked to a vehicle in excess of seven (7) days will be charged the same fees applicable for winter or summer storage.

F. Upland storage of vessels or trailers in the eastern long-term parking area shall be charged the winter or summer storage rates as applicable.

G. Fisherman's Dock storage of gear shall be charged at a rate of thirty cents ($0.30) per square foot per month with a minimum charge of thirty dollars ($30.00) per month.

SECTION III. BOAT LIFT

A. The following charges shall be made for use of the 75-ton Travelift.

1. The minimum fee for a lift shall be two hundred twenty dollars ($220.00) for the first hour of use or any portion of time less than one (1) hour.

2. For use of the lift in excess of one (1) hour over scheduled lift time, a fee of three hundred thirty dollars ($330.00) per hour shall be charged. This charge shall be assessed in no less than fifteen (15) minute increments of eighty-two dollars and fifty cents ($82.50).

3. For use of the lift after normal working hours, a fee of four hundred forty dollars ($440.00) shall be assessed for the first hour and two hundred twenty dollars ($220.00) per hour for each consecutive hour.

4. For use of the lift to hang overnight, a fee of four hundred forty dollars ($440.00) shall be assessed. Hanging overnight consists of two separate lifts, one in the evening and one in the morning. The last lift of the day must be scheduled with Harbor staff and no longer than one hour shall be taken or overtime rates will apply as described in item #3 above. Vessel must be in the water by 9:00 a.m. the following morning, as tide allows, or additional charges will be incurred according to item #2 above. All vessels must be supported while hanging in the slings.

5. For use of the lift during winter months, the minimum lift fee of two hundred twenty dollars ($220.00) plus operator labor of sixty dollars ($60.00) per hour will be in effect (as prepping the Travelift takes additional time to warm up and/or de-ice before use).

6. Failure to cancel a scheduled lift one-half hour prior to time of lift, you will be charged a cancellation fee of one hundred ten dollars ($110.00).

SECTION IV. GRID, CRANE, AND FISH PUMP FEES

A. Grid rental rates shall be one dollar and twenty-five cents ($1.25) per foot per tide for vessels up to seventy feet (70') and one dollar and seventy-five cents ($1.75) per foot per tide for vessels seventy-one feet (71') and over, based on the overall length of the vessel (including all hull attachments, such as bowsprits, davits, dinghies, etc.) Once the grid is scheduled and the boat owner fails to show or cancel at least one tide prior to the scheduled grid time, the minimum of one tide will be charged.

B. The Harbormaster shall issue permission for use of the grid and no boat shall be moored onto the grid until such permission has been granted and a Grid Use Agreement has been filed. The grid use shall be on a first come, first serve basis.

C. The fee for use of the cranes on the Fisherman's Dock shall be eighty dollars ($80.00) per hour. This fee shall be billable in 15-minute increments. Once the crane has been activated, failure to deactivate the crane at the end of use will result in a one hour minimum charge of eighty dollars ($80.00).

D. The fee for use of the fish pump on the Fisherman's Dock shall be one hundred fifty dollars ($150.00) per hour.

E. Replacement of crane and fish pump cards shall be charged a rate of twenty dollars ($20.00) per card.

SECTION V. LABOR AND SERVICES

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

1. The above labor fee includes, but is not limited to, snow removal from vessels, spill clean-up, etc.
2. Boat moves performed in the North Basin or towed in from the breakwater shall be charged at a flat rate of ~~thirty dollars~~ sixty dollars ~~($30.00)~~ ($60.00) plus labor. Boat moves performed from one basin to another shall be charged at a flat rate of one hundred dollars ($100.00) plus labor.

3. Pumping of vessels shall be charged at a flat rate of fifty dollars ($50.00) plus labor.

B. All materials and/or supplies shall be charged at cost to the City plus fifteen percent (15%).

SECTION VI. WAIT LIST

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

SECTION VII. ELECTRICAL SERVICE IN THE HARBOR

A. Slip holders will be charged ~~a twenty dollar ($20.00) installation fee~~, a monthly service charge of twelve dollars ($12.00) and the actual cost of power per kilowatt hour as charged by the utility plus ($0.025) per kilowatt hour. (Owners or operators are responsible for notifying the Harbor office of their in and out readings from their slips.)

B. Daily flat rate for power on the water is ten dollars ($10.00)/day for 30amp, fifteen dollars ($15.00)/day for 50amp and twenty-five dollars ($25.00)/day for 100amp. This rate is for transient vessels staying 15 consecutive days or less.

C. Vessel owners connecting to power without prior authorization from Harbor staff will be fined. See Section IX #12 Tampering or unauthorized use of utilities.

SECTION VIII. LAUNCH RAMP

A. Launch ramp fees will be charged at ten dollars ($10.00) per day or seventy-five dollars ($75.00) per calendar year for use of the launch ramp. Vessels paying annual moorage fees will be exempt from this fee, but any trailer or truck and trailer left is subject to normal storage fees.

B. This fee excludes vessels propelled solely by human power, which shall pay five dollars ($5.00) per day or thirty-seven dollars and fifty cents ($37.50) per year for use of the launch ramp.

C. ~~Vessels paying annual moorage fees will be exempt from this fee.~~ Vessel owners failing to provide proof of launch payment by receipt, self-pay stub or season launch sticker displayed on or in vehicle will be fined. See Section IX #21 Failure to pay launch fee.

D. Vessels left unattended or blocking the launch ramps will be charged a fee of twenty dollars ($20.00) per hour.

SECTION IX. MISCELLANEOUS HARBOR FEES/FINES

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

1.	$ 50.00	Speeding/violation of "No Wake" speed
2.	$ 75.00	Operating a vessel in a reckless manner
3.	$ 75.00	Operating a vessel in a negligent manner
4.	$ 75.00	Trolling or fishing from a vessel in the Valdez Small Boat Harbor or breakwater
5.	$ 75.00	Impeding safe navigation
6.	$~~1~~200.00	Disposing of trash, garbage, human refuse or animal waste, or any similar substance in the water of the harbor or upon the harbor grounds. Each infraction after the initial disposition of waste will result in an additional increase of one hundred dollars $100.00 per violation. Upon third violation, you will be trespassed from the Harbor.
7.	$~~1~~200.00	Releasing any fuel, oil, or their derivatives into the water or onto the lands of the harbor. Each infraction after the initial release will result in an additional increase of one hundred dollars $100.00 per violation. Upon third violation, you will be trespassed from the Harbor.
8.	$ 75.00	Failure to register with the Harbormaster any vessel on which stall or space rental is not currently being paid and occupying any of the Valdez Small Boat Harbor
9.	$ 50.00	Creating a nuisance or conducting unlawful business
10.	$ 50.00	Failure to properly control dog or other animal
11.	$ 50.00	Improper storage on any float, ramp, decline, walk or other public place in the Small Boat Harbor, except at designated loading/ unloading spaces
12.	$250.00	Tampering or unauthorized use of utilities
13.	$ 25.00	Posting on bulletin board without proper consent
14.	$ 25.00	Improper posting of advertisement
15.	$100.00	Tampering or removing any sign or notice
16.	$ 50.00	Subleasing a slip to another user
17.	$~~1~~500.00	Impoundment of vessel due to lack of payment or dereliction
18.	$100.00	Failure to pay fees owed and requiring use of collection agency
19.	$ 50.00	Parking in a fire zone
20.	$100.00	Failure to provide 24-hour notice for Harbor staff to accommodate adequate time for slip clearance
21.	$ 40.00	Failure to pay launch fee

22. $100.00 Failure to adhere to the Harbor's "Code of Conduct," Harassing customers or staff. Deliberate behavior that is intimidating, hostile, offensive, or adversely impacts staff work performance.

SECTION X. SHOWER AND LAUNDRY FACILITIES

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

A fee of ~~four dollars ($4.00)~~ six dollars ($6.00) per ~~regular capacity washer~~ wash, ~~five dollars ($5.00) per large capacity washer,~~ and ~~twenty-five cents ($0.25)~~ one dollar ($1.00) per ~~fifteen~~ twelve minute cycle for dryer will be charged for use of public laundry facilities located at the South Harbor ~~Office/Shop~~ Warehouse/Restroom building.

SECTION XI. MAINTENANCE AND WASHDOWN PADS

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

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