

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, June 28th, 2012

- I. Call to Order** (7:00 p.m. at CBJ Room 224)
- II. Roll** (Greg Busch, John Bush, Tom Donek, Don Etheridge, Eric Kueffner, Budd Simpson, Michael Williams, Wayne Wilson and Kevin Jardell).
- III. Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of May 31st, 2012 Regular Board Meeting Minutes.**
- V. Public Participation on Non-Agenda Items** (not to exceed 5 minutes per person, or twenty minutes total time).
- VI. Items for Action.**

- 1. Auke Bay Regulation Changes
Presentation by Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

- 2. Public Hearing to Discuss – Whether to provide “seasonal” DeHart’s patrons, eligible for reserved moorage at Statter Boat Harbor, one full year (July 1, 2013 to June 20, 2014) at a five month seasonal rate consistent with 05 CBJAC 20.010 (q) “a special rate to respond to unusual economic circumstances”.

Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

- 3. Auke Bay Fuel Dock Lease
Presentation by the Port Director

Board Questions

Public Comment

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, June 28th, 2012

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

4. Contract with PND Engineers, Inc. to perform Design Services for the Aurora Harbor Re-Build project.

Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

5. Contract Amendment with PND Engineers, Inc. to perform Construction Administration and Inspection Services for the Cruise Ship Terminal Staging Area Improvements – Phase I Project.

Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING

6. Appropriation of \$2M for Aurora Harbor Re-build. Funding provided by ADOT Municipal Harbor Grant program.

Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: The Docks and Harbor Board recommends that the Assembly approve an appropriation ordinance to accept \$2M from the ADOT Municipal Harbor Grant program for the Aurora Harbor Re-build project.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, June 28th, 2012

7. Appropriation of \$1.5M for Statter Harbor Master Plan development. Funding provided by FY13 State of Alaska Designated Legislative Grant.
Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: The Docks and Harbors Board recommends that the Assembly approve an appropriation ordinance to accept \$1.5M from the FY13 Designated Legislative Grant program for Statter Harbor Master Plan development.

VII. Items for Information/Discussion.

1. Douglas Harbor Dredging Update
Presentation by the Port Director

VIII. Committee and Board Member Reports

1. Operations Committee Meeting – June 19th, 2012
2. CIP/Planning Committee Meeting – June 21st, 2012
3. Finance Committee Meeting – June 26th, 2012
4. Member Reports

IX. PRAC Representative Report

X. Port Engineer's Report – Mr. Gillette's Report is included in the packet.

XI. Harbormaster's Report

XII. Port Director's Report

XIII. Assembly Liaison Report

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REGULAR MEETING AGENDA (CONTINUED)
For Thursday, June 28th, 2012

XIV. Committee Administrative Matters

- a. Operations Committee Meeting – July 17th, 2012
- b. CIP/Planning Committee Meeting – July 19th, 2012
- c. Finance Committee Meeting– July 24th, 2012
- d. Board Meeting – July 26th, 2012

XV. Adjournment

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, May 31, 2012

I. Call to Order.

Mr. Jardell called the Regular Board Meeting to order at 7:00 p.m. in the CBJ Assembly Chambers.

II. Roll Call.

The following members were present: John Bush, Tom Donek, Eric Kueffner, Budd Simpson, Michael Williams, Wayne Wilson and Kevin Jardell.

Absent: Greg Busch and Don Etheridge

Also present were the following: Carl Uchytel – Port Director, Dwight Tajon - Harbormaster, Gary Gillette – Port Engineer, Doug Unruh – Harbor Officer, and Dixie Hood – Parks & Recreation Liaison.

III. Approval of Agenda.

MOTION By MR.DONEK: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

IV. Approval of April 17th, 2012 Special Meeting Minutes, and April 26th, 2012 Regular Board Meeting Minutes.

Hearing no objection, the minutes were approved.

V. Public Participation on Non-Agenda Items - None

VI. Items for Action

1. Regulatory Changes Transition to New Statter

Mr. Uchytel said at the Operations Committee meeting staff was directed to bring changes to reserved moorage regulation and ordinances that are necessary for the Statter Harbor reserved moorage facility move. He said staff looked at the moorage regulations and decided what applied to the vessels that would transition from DeHart's to the new Statter Harbor reserved moorage plan, and recommended changes. He said he is looking for direction from the Board in drafting an ordinance with the proposed changes. The following is the power point presentations with the recommended changes and May 26th 2011 Finance Committee recommendations.

CBJ DOCKS AND HARBORS

Statter Regulatory & Transition Plan



CBJ/DeHarts Sales Agreement June 29, 2005

- All existing stall holders will be honored by Buyer as long as stall holders pay fees and comply with harbor regulations.
- If Buyer builds a new moorage facility, Buyer, consistent with its Harbor Regulations, will make its best effort to provide all existing holders with a new moorage space.

May 2011 – Draft Plan Finance Committee

- Seasonal Moorage Assignment
 - Allows for 1-year seasonal moorage after new moorage area is occupied.
 - After 1-year "grace period", seasonals will be required to renew on a full year basis.
- Fees – will be charged the same as the rest of the harbor.
- Stall Transfer with Sale of Vessel – recommended "repeal".
- Unassigned Stalls – recommended holding 9 stalls for "loading zone" until completion of passenger-for-hire facility.

Reserved Moorage Policy (05 CBJAC 40.020)

- (a) "Reserved" means preferential use for berthing the assigned vessel.
- (e) Reserved moorage is vacated when vessel is sold, lost, destroyed or stolen.
 - Except. assignee may retain reserved moorage, if appropriately sized vessel is procured & placed within 90 days.

DeHart's Marina Moorage Mgmt (05 CBJAC 40.065)

- All requirements of 05 CBJAC 40 apply, except:
 - DeHart owners may transfer assignment of slip to another person as part of the boat sale.
 - Assignees of a reserved slip on 1 July 2005 may continue to keep their annual or seasonal assignments set.
- **Recommend Regulation Deletion**

Reserved Moorage Policy (05 CBJAC 40.020)

- (c) *Availability*. Limited Amount of reserved moorage is available in Douglas Small Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, the Fisheries Terminal Dock and DeHart's Marina.
- (d) *Duty to Notify of Departures/Return*. Notify Harbor Office when vacating >4day.
- **Recommendation – Include Don Statter Harbor in Availability in regulation change.**
- **Result – Not berthing of reserved moorage.**

Reserved Moorage Policy (05 CBJAC 40.020)

- (g) *One vessel per reserved moorage slip or space.* Except when approved by Harbormaster, only one vessel per slip. Also requires permission from adjacent moorage assignee.
- **Recommendation – no change.**

Reserve Moorage Reassignments (05 CBJAC 40.045)

- A reserved moorage assignee, including a DeHart's Marina assignee, may apply to the Harbormaster for reassignment to a similar slip or space size at a different location...
- **Recommendation – Delete all references to DeHart's for consistency throughout Juneau Harbor system.**

General Moorage Mgt Policy (05 CBJAC 40.010)

- (f) *Vessel Size Restrictions.* Except when approved by the Harbormaster, vessels may be 3 feet less than slip length or 10 feet greater than slip.
- Harbormaster policy is typically 6 feet.
- **24 from DeHart's do not meet criteria.**

General Moorage Mgt Policy (05 CBJAC 40.010)

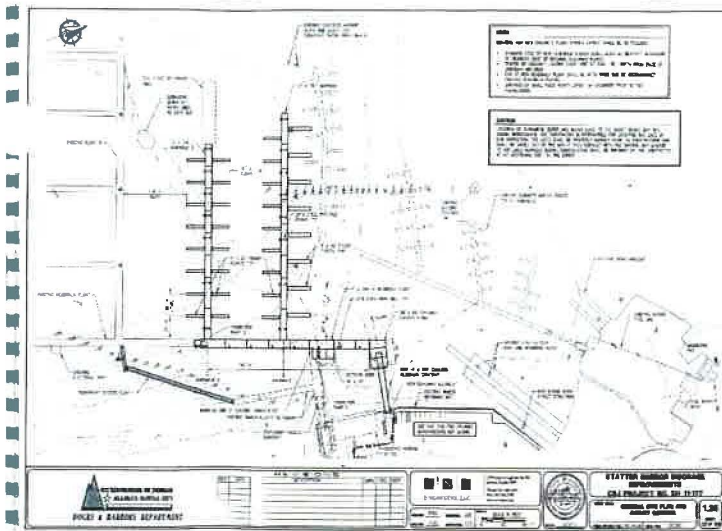
- (f) *Vessel Size Restrictions.*
- **Recommendations:**
- **Provide DeHart's patrons with smaller vessels reserved moorage.**
- **Recommendation – regulation change to 6 feet over slip length.**
- **Results: Allows DeHart patrons to keep smaller vessel at Statter into perpetuity.**

Reserved Moorage Policy

- (e) Retention when assigned is sold, lost, destroyed, or stolen.
- Assignee may retain the reserved moorage slip provided the assignee procures and places an appropriate size vessel in the slip within 90 days.
- **Recommendation – No change.**
- **Result – Patrons would be required to purchase 29 foot vessel to remain in reserved moorage.**

Small Boat Harbor Fee Policy (05 CBJAC 20.010)

- (k) *Basis for computing moorage charges.* Will assess moorage charges based on length or stall length – whichever is greater.
- **Recommendations: No change to regulation.**
- **Result: 24 foot vessel will pay full value in 32 foot slip.**



Process for Statter Slip Assignment

- May 2011 – Finance Committee Plan
- CBJ will assign moorage based on lottery.
- Two lottery pools
 - Patron pre-purchase
 - Patrons post-purchase
- Patrons select based on lottery number.
- Patrons not selecting within designated time will be assigned by Harbormaster.

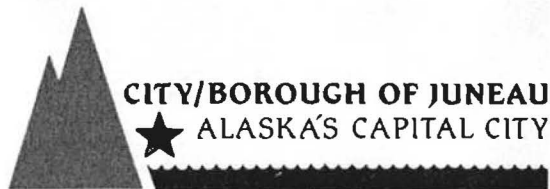
Staff Recommendation

- Harbormaster will prepare proposed assignment of slips – based on similar layout of DeHarts.
- A letter will be sent to pre-sale DeHarts Patrons inviting input to desired slip NLT 1 August. (approximately 30 patrons)
- A letter will be sent to post-sale DeHarts Patrons inviting input to desired slip NLT 15 September. (approximately 22 patrons)
- Swap list. (3 patrons)
- Harbormaster will publish assigned slips NLT 1 November.

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155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

Port of Juneau

To: Docks and Harbors Finance Committee
CC:
From: John M. Stone, P.E. Port Director
Date: May 26, 2011
Re: Statter Preferential Moorage Draft Plan

At its May 24, 2011 meeting, the Committee reviewed my May 19, 2011 memo concerning management of preferential moorage for the new moorage floats at Statter Harbor. The Committee asked that I return with a plan memorializing the Committee's discussion. This memo sets out the plan.

Initial Assignments

When the new floats are ready to be occupied, CBJ will assign moorage based on a lottery system. There will be two lottery pools. One lottery pool will consist of patrons that were assigned moorage on the day that CBJ purchased Deharts Marina (see exhibit 1). This pool will be subdivided into owners qualifying for 32' and 42' slips. We will draw a number for each patron. Patrons will select a moorage slip based on their number with lowest number selecting first. After the patrons in Exhibit 1 have selected moorage, we will repeat the process for a second lottery pool consisting of patrons that were assigned moorage after CBJ took ownership of Dehart's Marina (see exhibit 2). Patrons that do not select moorage within a designated time will be assigned moorage by the Harbormaster.

I believe the authority provided to the Port Director and Harbormaster pursuant to CBJ Ordinance 85.10.020, 85.10.050(g) and the administrative regulations set out in 05 CBJAC 40 are adequate to undertake the reassignment process described herein and that no additional regulations are necessary to perform this task.

Seasonal Moorage Assignments

Pursuant to the direction of the Committee, we will allow for seasonal moorage assignments to remain in effect for one moorage year after the new moorage area is occupied. After this grace period, seasonal moorage holders will need pay for

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their moorage assignments on full year basis in order to keep their stall assignment.

Fees

Fees will be charged the same as they are in the rest of the harbor system. This requires that moorage holders pay for moorage based on stall length or boat length, whichever is more.

Stall Transfer with Sale of Vessel

The administrative regulation listed in 05 CBJAC 40.065 allows patrons at Dehart's Marina that were assigned moorage on the date that CBJ took over ownership to transfer their stall assignment along with the sale of their vessel. The Committee recommended that this provided by repealed. Therefore, the Board should repeal this regulation.

Unassigned Stalls

It looks like there will be at least seven 32' and two 42' stalls available after the initial assignments are completed. Since the new moorage facility will eliminate much of the existing loading zone, we recommend these stalls be held open pending completion of the passenger for hire facility.

Please call me at 586-0294 if you have questions.

Attachments

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Board Questions on the different slides and document above.

Mr. Kueffner asked about the fees in the document. It says in the document that fees will be charged the same as they are in the rest of the Harbor system. He wanted to know if this is meaning the rest of Statter Harbor or all of the Harbors.

Mr. Uchtyl said he used the exact words from the document. The fees would be the same as the Statter Harbor system.

Mr. Kueffner said on the vessel size restrictions policy, there is no need to change this because it allows for 3' less than slip or 10' greater than slip with the Harbormasters approval.

Mr. Uchtyl said that is the understanding.

Mr. Tajon said as an example, the longer size vessels can only be put in certain locations. They can't be put at the end of a float because it will interfere with the right of way.

Mr. Jardell said if the regulation is not changed, the Board is electing, as a policy, to allow the 24 DeHart's vessels that do not meet the length criteria to be placed in the new Statter Harbor moorage, and anything less than 3' and greater than 10' by the authority of the Harbormaster. Mr. Jardell recommended to leave the regulation as is.

Mr. Uchtyl said the result of this will allow the patrons to keep their smaller vessels in Statter for perpetuity.

Mr. Kueffner asked the policy behind not allowing less than slip length vessels?

Mr. Tajon said there are only enough stall for 32' boats. If vessels are allowed under that length, people will be displaced that are on the wait list. It would be wasted space.

Mr. Uchtyl said the Board decided on 16 – 42' slips and 50 – 32' slips to encourage more moorage of the larger vessels.

Mr. Jardell wanted to know how long it would take to have a new regulation adopted with the recommended changes?

Mr. Uchtyl said approximately three months.

Mr. Jardell wanted to know when would the boats start transferring over to the new Statter?

Mr. Uchtyl said next April.

Mr. Wilson asked about the vehicle parking for the stall holders?

Mr. Unruh said the patrons that have the stickers can still park at the old DeHart's lot until the uplands is finished. If that dirt lot is full, and they have their permit, they can park in the paid parking area and not be charged.

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Mr. Jardell recommended the parking issue should go back to the Operations meeting for more discussion.

Public Comments

Dennis Watson, Juneau, AK

He said in regards to the 32' and 42' slips, it was a decision of the Board to maximize the ability for the Marina to accommodate the larger boats, but at the same time that decision was made, there was no concern for accommodating the smaller boats. Mr. Watson said to please remember the lobbyists that lobbied for the money for this Marina, at least 24 of them had smaller boats and didn't expect to be displaced. He said he has a problem with having a smaller boat and having to pay for a 32' slip. He does agree that if the smaller boats being moved over to the new Statter Harbor purchase a larger boat, they would have to pay for the larger slip. Mr. Watson said a patron should not be expected to pay someone else's power for hot berthing. He said at the Operations meeting, there was discussion on taking slips and assigning them to 30 minute loading areas. That would be taking some of these slips and making them available because some of the loading zone area was being displaced. He said he has discomfort with that because money was raised for replacement moorage. He said the Harbor has plenty of ways to accommodate the small amount of space that is displaced.

Mr. Uchtyl said in Docks and Harbors regulations when the staff has to hot berth a slip, the vessel stall assignee is given compensation of \$1.00 per day for the use of the slip. This amount would need to be adjusted, but there is some compensation for the assignee.

Mr. Uchtyl showed areas in the new Statter Harbor design for short term loading zones, so as not to take away moorage spaces.

Paul Swanson, Juneau, Ak

He said he still has concerns about the power. How much will the stall owners be charged for power on a monthly basis? He said he is also concerned about the parking.

Mr. Tajon said the power will all be metered by AEL & P.

Board Discussion/Action

Mr. Donek said when he left his slip, he put a lock on the power box.

Mr. Uchtyl said the power boxes do have a hasp to lock.

Mr. Kueffner said the recommended changes addresses the issues discussed at the finance committee and he said he agrees with the changes.

No Motion – this will go back to the Operations Committee.

2. Process for New Statter Slip Assignments.

Mr. Uchtyl said the Finance Committee plan of May 2011 was to assign moorage based on a lottery. There would be a pool for pre-purchase patrons and a post-purchase patrons. If a patron didn't show up and make known their preference the Harbormaster would assign a slip. Staff believes this process can be completed by being more customer focused. The idea is to allow the Harbormaster to prepare an assignment of slips based on a similar layout of DeHart's. A letter would be sent out to the pre-sale DeHart's patrons inviting their input no later than August 1st. There is about 30 pre-sale patrons. These

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patrons would have the opportunity to talk to Mr. Unruh and let him know their preference on slip location. Another letter would go out after August 1st to the post-sale patrons asking their preference on slip location. There are approximately 22 post-sale patrons. Docks and Harbors is advertising 66 slips in the new Statter Harbor. This is 16 – 42' slips and 50 – 32' slips. Mr. Uchytel showed on the dock configuration in the power point slide where there would be some temporary moorage or loading and unloading areas.

Board Questions - None

Public Comments - None

Board Discussion/Action

Mr. Donek recommended to only send one letter that all the DeHart's patrons would receive at the same time. In the letter could be two lists of patrons with instructions on when to see the Harbormaster to let know their slip preference.

Mr. Williams agreed to only send the one letter. He said he recommends to send Docks and Harbors assigned locations to the patrons and let them decide from that.

Mr. Tajon said the idea is similar to Harris. The process was to place the patrons into similar stalls to what they already have, then notify the patron and give them an opportunity to let staff know if they would like to be moved. Mr. Unruh did a great job on making the accommodations for transferring the DeHart's patrons to the new Statter Harbor floats.

Mr. Kueffner said isn't the idea to send out the letter asking the patrons to look at their new slip locations and give them an opportunity to come in and discuss, and maybe adjust. He said he wanted to know the process.

Mr. Tajon said Docks and Harbors will send out a letter with the proposed moorage assignments asking them to talk to staff during a specified amount of time to let them know if they are happy or unhappy with their slip location.

Mr. Jardell said the first 30 pre-sale patrons will be situated in the 66 slips, and then the other 24 will be assigned after that.

Mr. Uchytel said Mr. Unruh thinks working with the patrons will work.

MOTION By MR. KUEFFNER: ACCEPT DOCKS AND HARBORS RECOMMENDATIONS AND ASK UNANIMOUS CONSENT.

Motion passed without objection.

3. PND Contract Amendment

Mr. Gillette said this is a contract amendment with PND Engineers to extend their contract to include construction administration inspection service for the Statter Harbor moorage improvement project. In the packet is the proposed fee of \$397,255. This is based on time and material, which amounts to approximately five percent of the construction costs. If this is approved by the Board tonight it will go before the Assembly on Monday.

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Board Questions - None

Public Comment - None

Board Discussion/Action

MOTION By MR. WILLIAMS: TO APPROVE THE PND CONTRACT AMENDMENT AND FORWARD TO ASSEMBLY FOR APPROVAL AND ASK UNANIMOUS CONSENT.

Motion passed without objection.

4. Cruise Dock Scheduling

Mr. Gillette showed a power point presentation and described the cruise ship dock project phasing. He said Docks and Harbors has some options. The preferred option is to have the south berth finished by 2014 and the north berth by 2015. Because of bidding climate issues, this may need to be pushed back a year to have the south berth finished in 2015 and the north berth in 2016. One of the major suppliers for concrete floats, Concrete Tech, is on another large project until 2014 and this would potentially cause Docks and Harbors to not receive a competitive bid. To keep on schedule there is only one general contractor out of Vancouver that could do this size of a project. This general contractor would not build the floating docks for other contractors so this would likely mean they would be the only bidder, and not be competitive. In doing research, PND Engineers has found private contractors that could maybe build the floating berths. There was discussion on putting language in the bid documents such that if a contractor showed they could meet the early schedule, then that bid could be awarded if it was low enough. If the low bid meant Docks and Harbors had to wait a year for start of the project, that's what would happen. Mr. Gillette discussed wording for incentives for completing by 2015. The plan is to still bid the project for the summer of 2013 with a clause on berth completions. He said this information is to advise the Board of the situation and ask for direction.

Board Questions

Mr. Kueffner asked if it can be bid early, and if the bids are too high, they can all be rejected.

Mr. Gillette said you have that option, but said the contractors put a lot of time and effort into a bid. You want to make sure to award the project. Mr. Gillette said the primary intent is to get the most competitive bid as possible.

Mr. Uchytel said he met with the director of finance to discuss the revenue bonds. Right now the cash flow is if everything is on schedule, with the plan on early completion, Docks and Harbor will need a revenue bond by December 2013.

Public Comments- None

Board Discussion/Action

Mr. Jardell said PND has done a good job looking at the market.

Mr. Kueffner said he recommends to wait or do a split bid process.

No motion needed- The Board gave approval to move forward

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VII. Items for Information/Discussion - None

VIII. Committee and Board Member Reports.

1. Operations Committee Meeting- May 22nd

Mr. Bush said the committee discussed the vendor booth reconfiguration. The Committee recommended to straighten the arc of the vendor booths in front of the visitor center because of comments from the permit holders. The Committee declined to move the booths back in front of the Archie Van Winkle Memorial.

Mr. Jardell said a letter was received from Orca thanking the Operations Committee for allowing the change.

Mr. Bush asked staff after the move if there has been any issues with the move of the vendor booths.

Mr. Tajon said he has not heard any bad comments.

Mr. Uchtyl said staff has put some picnic benches and table in that location.

Mr. Bush said the Committee had discussion about the transition at DeHart's, and safety ladders in all the Harbors.

2. CIP/Planning Committee Meeting – May 24th

Mr. Williams said Mr. Gillette covered everything discussed at the meeting here tonight.

3. Finance Committee Meeting- May 29th

Mr. Donek said the Committee discussed the contract for the fuel float at Auke Bay. The main issue that Petro Marine had was with the CIP escalation clause. This was given back to Mr. Uchtyl to work on again with no CIP escalator and a periodic review of wharfage fee.

The Committee discussed a tideland lease for a small area for parking. This was given back to Mr. Uchtyl to work with the lease applicant.

Mr. Simpson asked if the fuel dock lease is grandfathered into the new facility.

Mr. Gillette said he thought there was a clause that if the facility was rebuilt, the fuel dock will move along with it.

Mr. Simpson wanted to know the actual contract with Petro Marine.

More discussion followed on the Petro Marine contract. Mr. Uchtyl was instructed to find out who owns the fuel tanks that Petro Marine is using.

4. Member Reports

Mr. Kueffner said he had a very nice Statter Harbor experience, staff was very helpful.

Mr. Williams said he noticed the leash law is not being enforced. During the time period from March to May, maybe two out of 25 people had their dog on a leash. The dog poop is bad at the top of the ramp and not so much on the dock. The leash issue needs to be addressed.

IX. PRAC Representative Report

Ms. Hood asked when Mr. Bush made his report, did the permit holders want the booths to be located by the Fisherman's memorial.

Mr. Bush said they wanted them located by the Archie Van Winkle memorial under the tram.

Ms. Hood asked if the redesign for the Taku Smokeries dock was for preparation for the application for the permit going before the Planning Commission?

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Mr. Jardell said Docks and Harbors has been in discussion for some time for some upgrades to the Taku Smokeries Dock. Docks and Harbors has an operational dock lease agreement so we have been looking at how to improve moorage capabilities at that facility as well as straightening out some of the angles to better accommodate. This has been in discussion for year and it has been a funding issue that stopped the project. Now with 16B moving forward, funding available.

Ms. Hood said the PRAC has been following the development and the impact on the Fisherman's Memorial. She said she attended the planning commission meeting that Docks and Harbors project permit application needed more work, and was wondering with these changes if it will move forward.

Mr. Jardell said he does not know what all is needed to get the permit.

Ms. Hood asked if a joint meeting was set up with PRAC yet?

Mr. Uchytel said it could be scheduled after a July CIP meeting.

Ms. Hood said PRAC's annual retreat was this month. She read some of the list of 1% sales tax proposal projects. Ms. Hood said out of the list of priorities, three related to water. Fish Creek Park bathrooms and ADA upgrade, Marine Park Cultural Gateway, and Under Bridge Park Former City Shop.

Ms. Hood said there has been a lot of attention by PRAC on the dog situations. Dogs are a problem off a leash. She said she recommended at the retreat to have a fenced in dog park.

Mr. Jardell recommended to put that item on the agenda for Docks and Harbors and PRAC's joint meeting.

X. Port Engineer's Report.

Mr. Gillette's report was in the packet, but he said he wanted to highlight some items.

The governor has signed the transfer bill for the Auke Nu Cove properties. Docks and Harbors will be going through the process of getting the title.

We are working with the Anchorage Corp of Engineers on the Douglas Harbor dredging project tier IV permit. The meetings will be on June 5th, 6th, and 7th.

The Statter Harbor moorage improvements contract has been awarded and the notice to proceed has been issued.

The visitor Center downtown should be done in the next few days.

The Aurora Harbor rebuild project RFP was awarded to PND Engineers

Mr. Gillette said he has been getting calls on the U.S.S. Juneau Memorial that no longer exists, the land that Docks and Harbors was going to put this on fell through. We are looking at putting the pieces of the memorial in a temporary location.

The Juneau Maritime Center will be presenting at the CIP Committee meeting.

Docks and Harbors has been given the Corp permit to place our net barge at Auke Bay loading facility. This will move in place as soon as the contractor can move it.

.I. Harbormaster's Report.

Mr. Tajon said there was a fisherman from Sitka at Auke Bay that was having local people work on his starter to get his boat running so he could move out of the Harbor. The fisherman felt the people working on his starter were taking too long and retaliated against the business. He broke a window and threw a devise inside the business and it partially caught on fire. There was an individual sleeping in the

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building that didn't hear anything happened. Damage was maintained to a minimal and Mr. Craig viewed the tape and the police picked up the individual after he was identified.

XII. Port Director's Report.

Mr. Uchytel said one of Burford's portable toilet was set on fire. The tape was not clear enough to see who the person was.

Tomorrow there is a impound hearing for the Rio-Janero. Mr Dan Bruce will be the hearing officer. Next Wednesday is the Assembly Finance Committee that Docks and Harbors will request from the 1% sales tax monies, \$7M for Aurora Harbor and \$2.3M for Statter Harbor haul out facility.

Mr. Uchytel said he has received a complaint from a person with disabilities that the Harbor staff is too aggressive making him curb his assist dog at Auke Bay.

Mr. Uchytel said he will be sending the draft to the by-laws for review to the sub-committee members, Mr. Simpson and Mr. Donek.

Mr. Jardell said he hopes there can be a sub-committee meeting for the by-laws before the next Board meeting.

XIII. Assembly Liaison Report

Absent

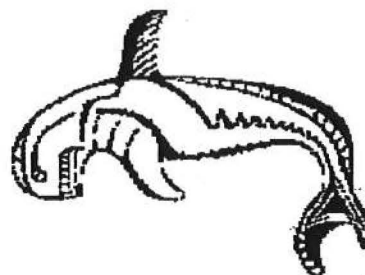
XIV. Committee Administrative Matters.

1. Operations Committee Meeting – June 19th, 2012
5:00 p.m. at the Aurora Harbor Office
2. CIP/Planning Committee Meeting – June 21st, 2012
5:00 p.m. in the CBJ Assembly Chambers
3. Finance Committee Meeting – June 26th, 2012
5:00 p.m. in CBJ room 224.
4. Regular Board Meeting – June 28th, 2012
7.00 p.m. in the CBJ Assembly Chambers

XV. Adjournment.

The Regular Board Meeting adjourned at 8:31 pm.

ORCA Enterprises



May 30, 2012

CBJ Docks and Harbors Board

Ref: Placement of Waterfront Dock Sales Booths at Cruise Ship Terminal

I am unable to attend the Docks & Harbors meeting on Thursday, May 31, 2012 due to a prior commitment. I'm sending this letter to speak for the placement of the waterfront dock sales booths at the cruise ship terminal.

As we were instructed, permit holders met with the Operation's Committee on May 22, 2012. It was suggested to relocate 4 booths to where they had been between the Mt. Roberts Tram and the Archie Van Winkle Memorial. It was understood that this move would only be possible for this tour sales year. If this was not possible the alternate suggestion was to move them into a straight line where they are currently located. Either of these moves would be helpful and believed to be beneficial to sales for the permit holders.

Because the booths were not tied down yet, it was voted and accepted to straighten the arched arrangement of the booths and revisit it at the Docks and Harbors meeting. The arch, although fitting the décor of the dock, caused less than one half the booths to be visible to tourists disembarking the ships from either direction.

Straightening the booths doesn't seem to take away of the new look of the cruise ship terminal but does appear to aid in increased sales. With the tourists being able to see the full line up of booths it allows them to spread out and visit other booths instead of lining up at only four visible booths.

I would like to thank the Operations Committee for allowing us to try this arrangement and I recommend leaving the booths in the straight line of the current arrangement.

Thank you for your consideration.

Carol Pitts, Owner, Orca Enterprises, LLC

P.O. Box 35431 Juneau, Alaska 99803

Toll free: 1-888-733-ORCA (6722) – Phone: (907) 789-6801

FAX (907)-586-6929 – email: orca@alaska.com - www.alaskawhalewatching.com

Juneau, Alaska, Code of Ordinances >> PART IV - ADMINISTRATIVE CODE OF REGULATIONS >> TITLE 05 - DOCKS AND HARBORS >> Chapter 40 - SMALL BOAT HARBOR MOORAGE MANAGEMENT REGULATIONS >>

Chapter 40 - SMALL BOAT HARBOR MOORAGE MANAGEMENT REGULATIONS

05 CBJAC 40.010 - General moorage management policy.

05 CBJAC 40.015 - Boat shelters.

05 CBJAC 40.020 - Reserved moorage policy.

05 CBJAC 40.025 - Reserved moorage first-time application.

05 CBJAC 40.030 - Reserved moorage annual renewals.

05 CBJAC 40.035 - Reserved moorage assignments.

05 CBJAC 40.040 - Reserved moorage waitlists.

05 CBJAC 40.045 - Reserved moorage reassignments.

05 CBJAC 40.050 - Winter temporary assignments.

05 CBJAC 40.055 - Summer temporary assignments.

05 CBJAC 40.060 - Visiting vessel assignments.

05 CBJAC 40.065 - DeHart's Marina Moorage Management.

05 CBJAC 40.010 - General moorage management policy.

(a)

Policy. It is the policy of the City and Borough to favor the use of the small boat harbors by commercial fishermen, government vessels in trade and commerce, and pleasure craft, and by the general public at large. It is further the policy of the City and Borough to prevent and discourage the use of the small boat harbors by boats that have been abandoned by the owners to the point of becoming derelicts as defined in CBJ 85.05 or becoming a charge and nuisance to the City and Borough, the Port Director, and the general public, or boats that are unsafe, or not used, or not fit to be used, regularly for transportation on the water.

(b)

Applicability and other regulations. CBJ Administrative Code Title 05, Chapter 40 applies to the small boat harbors under the jurisdiction of the City and Borough of Juneau Docks and Harbors Board. These include the Douglas Small Boat Harbor, the National Guard Dock, Harris Boat Harbor, the Fisheries Terminal Float, Aurora Boat Basin, Statter Boat Harbor, and moorage facilities appurtenant thereto. Where the requirements of 05 CBJAC 40 differ from other small boat harbor regulations in CBJ

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Administrative Code Title 05, the regulation that is more specific or restrictive shall take precedence.

(c)

Duty to comply with harbor ordinances and regulations. As a condition of use, each harbor user shall comply with all applicable requirements of Title 85 of the City and Borough Code and CBJ Administrative Code Title 05.

(d)

General moorage management. CBJ Administrative Code Title 05, Chapter 40 does not restrict the Port Director's authority to require the owner or operator of any boat, vessel, or floating structure to change from one mooring space to another, in the interests of safety, order, convenience and health, or to move any boat, vessel, or floating structure that is unoccupied and in violation of City and Borough harbor ordinances and regulations. It is the policy of the Docks and Harbors Board to manage the small boat harbors by using all harbor space as effectively as possible.

(e)

Duty to register. Every owner, master, operating or managing agent of any vessel using the small boat harbors shall register on a form provided by the Harbormaster. The owner, master operating, or managing agent of a vessel that is not registered shall register as soon as practical after the vessel enters and moors in any of the small boat harbors.

(f)

Vessel size restrictions. The Harbormaster will determine the maximum and minimum length and breadth of a vessel that is allowed to moor in the small boat harbors based on the size of the slip or moorage space available to ensure the maximum use of space available taking into account safety, maneuvering, and other factors. Except when approved by the Harbormaster on a case-by-case basis, no vessel, or part thereof, may extend more than ten feet beyond a finger or have a silhouette length less than three feet shorter than a finger in any slip or mooring space with a finger from 20 to 80 feet in length. For a slip or mooring space with a finger less than 20 feet in length and for side-tie moorage, the Harbormaster will establish the maximum and minimum vessel length on a case-by-case basis.

(g)

Vessel salvage and disposal.

(1)

Prior to obtaining a moorage assignment pursuant to 05 CBJAC 40.035, 050, 055, or 065, the owner of a vessel must

(i)

provide the Harbormaster with proof of current marine insurance showing, at a minimum, the owner's name, information identifying the vessel, and the dates of insurance coverage; or

(ii)

pay a non-refundable moorage surcharge \$0.25 per foot per month.

(2)

The funds collected from the moorage surcharge under this regulation will be used to pay for the unrecoverable costs attributable to vessel salvage and disposal activities in the small boat harbors.

(3)

This regulation does not relieve an owner from the responsibility to pay fees as set out in CBJ Ordinance Title 85 or regulations adopted thereunder, and does not constitute marine insurance.

(h)

Moorage payments. Except as noted in 05 CBJAC 20.020, the owner of a vessel may pay the daily or monthly moorage fee for moorage that is assigned by the harbor master as set out in 05 CBJAC 25, 35, and 40. If the owner fails to pay by the due date shown on an invoice for the moorage assignment, the harbor master shall forfeit the moorage assignment, notify the owner, and require the owner to move the vessel from the assigned moorage space within 72 hours of notice. If the owner does not move the vessel from the assigned space, the harbor master is authorized to move the vessel from the assigned space in accordance with CBJ Ordinance Title 85

(Amended 9-12-2005, eff. 9-20-2005; Amended 9-11-2006, eff. 9-19-2006; Amended 12-11-2006, eff. 7-1-2007)

05 CBJAC 40.015 - Boat shelters.

(a)

Definition and approval required. Boat shelter means a structure that houses vessels. Except for a boat shelter moored on the north sides of Float E, Float F, and Float G in Aurora Harbor, no person may bring a boat shelter into the small boat harbors without the approval of the Docks and Harbors Board.

(b)

Access by Harbor master. The owner of a boat shelter shall provide the Harbor master and the Fire Department with a means to access the boat shelter in the event of an emergency. The cost of installing and maintaining the access system shall be borne by the shelter owner.

(c)

Storage of flammable liquids. The owner of a boat shelter shall ensure that all flammable liquids are stored in approved containers. An owner shall store no more than two six-gallon containers of flammable liquids per vessel in a boat shelter. This restriction does not apply to fuel stored in or upon a vessel.

(d)

Maintenance. Each boat shelter owner shall maintain the shelter in a condition that does not present a danger to surrounding vessels, other boat shelters, or other harbor users.

(e)

Modification. Other than basic maintenance, a boat shelter owner shall obtain approval of the Harbormaster prior to undertaking any modification or reconstruction of a boat shelter. In addition, the owner shall obtain the approval of the Docks and Harbors Board prior to undertaking any modification or reconstruction that changes the dimensions of the boat shelter.

(f)

Boat shelter sales. Reserved moorage status within a boat shelter may transfer between the seller and buyer of a boat shelter. In order to transfer the reserved moorage status within a boat shelter, the owner of a boat shelter shall inform the Port Director of the owner's desire to sell a shelter before offering the shelter for sale to the general public. The Docks and Harbors Board has the first right of refusal to purchase the shelter at fair market value. If the Board does not exercise its first right of refusal within 30 days after notice, the owner may offer the shelter for sale to the general public. If the owner sells the shelter without informing the Port Director and allowing the Docks and Harbors Board its first right of refusal, the reserved moorage within the shelter will not transfer to the buyer. This subsection does not allow an inappropriately sized vessel to be assigned reserved moorage space within a boat shelter.

(g)

Applicability of regulations. All requirements of 05 CBJAC 40 apply to the owner of a boat shelter and the vessels within a boat shelter except for the following:

(1)

05 CBJAC 40.020(d), (e), and (i); and

(2)

05 CBJAC 40.035(a)(5), (6), and (7).

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.020 - Reserved moorage policy.

(a)

Definition. "Reserved moorage" means a numbered slip or space within the small boat harbors that the Harbormaster assigns to the owner of a vessel for use during a moorage year, or portion thereof, during which time the owner is granted preferential use for berthing the assigned vessel.

(b)

Moorage year. The reserved moorage year starts on July 1 of one calendar year and ends on June 30 of the succeeding calendar year.

(c)

Availability. A limited amount of reserved moorage is available in Douglas Small Boat Harbor, Harris Boat Harbor, Aurora Boat Basin, the Fisheries Terminal Dock, and, Statter Boat Harbor. The Harbormaster assigns this moorage in accordance with this regulation. Maps of reserved moorage are available at the Aurora Harbor Office.

Deleted: DeHart's Marina

(d)

Duty to notify of departures and planned return time. Reserved moorage slip or space assignees are required to notify the Docks and Harbors Department of their departure date and expected return date when vacating their assigned slip or space for more than four consecutive days. Assignees may notify the Docks and Harbors Department by Marine VHF Channel 73, by phone at (907) 586-5255, by email at juneauharbors@ci.juneau.ak.us, or by fax at (907) 586-2507. If an assignee does not notify the Docks and Harbors Department of a departure in accordance with this subsection, the Harbormaster is authorized to use the assignee's slip or space for temporary moorage assignment and shall be allowed up to 24 hours to clear the assigned slip or space upon return of the assignee.

(e)

Retention when assigned vessel is sold, lost, destroyed, or stolen. A reserved moorage slip or space assignee whose vessel is sold, lost, destroyed, or stolen shall immediately notify the Harbormaster upon occurrence or discovery, whichever occurs first. The assignee may retain the reserved moorage slip or space assignment provided the assignee procures and places an appropriate size vessel in the slip or space within 90 days. The Harbormaster may, for good cause shown, grant an extension of 90 days. If the reserved moorage slip or space assignee does not notify the Harbormaster in accordance with this subsection, the assignee's moorage assignment shall be deemed forfeited.

(f)

Only assigned vessel in reserved moorage slip or space. Any vessel occupying a reserved moorage slip or space without the approval of the Harbormaster will be moved or impounded in accordance with Title 85 of the City and Borough Code.

(g)

One vessel per reserved moorage slip or space. Except when approved by the Harbormaster, only one vessel may be moored in any one reserved moorage slip or space. The Harbormaster shall obtain the permission of adjacent reserved moorage assignees before allowing more than one vessel to moor between two reserved moorage slips or spaces.

(h)

Loss of assignment due to ownership change.

(1)

Except as provided in paragraph (2) of this subsection, it is the policy of the Docks and Harbors Board to prohibit the transfer of a reserved moorage slip or space assignment if the assignee no longer has ownership control of the vessel occupying the slip or space.

(2)

To prohibit the inappropriate transfer of an assigned slip or space, a slip or space must be assigned to a named individual and a vessel that is under the ownership control of the named individual. The following changes to the individual named as the slip or space assignee will not cause the loss of a slip or space assignment:

(A)

Changes among immediate family members;

(B)

For a partnership or corporation, a change where the new assignee:

(i)

was a partner or corporate member prior to the date of the original slip or space assignment; or

(ii)

has applied for reserved moorage and receives an assignment for the vessel under 05 CBJAC 40.035(f);

(C)

Changes due to the sale and purchase of a boat shelter under 05 CBJAC 40.015; or

(D)

Changes otherwise specifically provided for in 05 CBJAC 40.

(3)

Except as allowed in paragraph (2) of this subsection, the Harbormaster shall terminate a moorage assignment if the named individual no longer exercises ownership control of the assigned vessel. The Harbormaster is authorized to request that the named individual produce documentation to prove ownership control, including but not limited to U.S. Coast Guard documentation documents, State of Alaska registration documents, vessel insurance documents, and corporation and partnership documents. The burden of proof for demonstrating ownership of the assigned vessel rests with the individual named as a slip or space assignee. If, upon request of the Harbormaster, the assignee is unable or unwilling to provide sufficient documented proof of ownership of the assigned vessel, the Harbormaster shall terminate the reserved slip or space assignment.

(4)

The assignee may appeal the Harbormaster's decision to terminate a reserved moorage assignment to the Port Director and then to the Docks and Harbors Board.

(i)

Sublet prohibited. An assignee may not sublease or reassign the right to use a reserved moorage slip or space to any other person or vessel.

(i) *Reserved Moorage for DeHart Marina.* Notwithstanding requirements under 05 CBJAC 40.010(f), DeHart patrons eligible for reserved moorage at Statter Boat Harbor will be provided preferred moorage until the vessel is sold, lost, destroyed or stolen. Vessels procured with the intent to retain reserved moorage must meet the size requirements under 05 CBJAC 40.010(f).

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.025 - Reserved moorage first-time application.

(a)

First-time application. Any boat owner that has a need to operate a vessel within the City and Borough may apply for reserved moorage. To make a first-time application, the boat owner must complete the application form contained in Appendix A to these regulations and pay the fee set out in 05 CBJAC 20.150

(b)

First-time application completeness review. The Harbormaster will review a first-time application for completeness within 15 calendar days of receipt. If the application is not complete, the Harbormaster will return the application and specify the information the applicant must submit to make the application complete.

(c)

First-time application approval. Within 15 calendar days of receipt of a complete first-time application, the Harbormaster will approve or disapprove the application and notify the applicant. The Harbormaster will disapprove the application if:

(1)

The applicant owes any fee to the City and Borough of Juneau Docks and Harbors Department;

(2)

The applicant has been a party to an impounded boat administrative procedure outlined in CBJ 85.25.180; or

(3)

If the applicant's vessel does not meet the motive power requirements set out in CBJ 85.20.020(a) or the equipment requirements set out in CBJ 85.25.030

(d)

First-time application action. Upon approving a first-time application, the Harbormaster will take one of the following actions:

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(1)

If a reserved moorage space is not available, place the applicant on a waitlist in accordance with 05 CBJAC 40.040

(2)

If reserved moorage space is available, assign the applicant a reserved moorage space as set out in 05 CBJAC 40.035; or

(3)

If the applicant purchased a boat shelter and the first right of refusal notifications were provided as set in 05 CBJAC 40.015(f), approve the moorage assignment.

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.030 - Reserved moorage annual renewals.

(a)

Reserved moorage renewal application. No later than the first day of each moorage year, an assignee of a reserved moorage slip or space, including the owner of a boat shelter who desires to renew the moorage assignment for the next moorage year, shall submit to the Harbormaster the reserved moorage renewal application contained in Appendix A to these regulations. The assignee or owner shall pay the applicable moorage fee with the renewal application.

(b)

Reserved moorage renewal application review. The Harbormaster shall review each renewal moorage application for completeness. If the application is not complete, the Harbormaster will return the application and specify the information the assignee, or owner of a boat shelter, must submit to make the application complete. If the assignee or owner does not complete the application and pay the applicable moorage fee within 14 calendar days after service of the returned application, the assignee or owner shall forfeit their assigned moorage and the Harbormaster will refund the moorage fee payment provided with the application less any amounts due to the Docks and Harbors Department. If the application is complete, including payment of the applicable moorage fee, the Harbormaster shall process the application as set out in 05 CBJAC 40.035

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.035 - Reserved moorage assignments.

(a)

Assignment requirements. Prior to assigning reserved moorage for the first time and prior to approving annual renewals, the Harbormaster shall verify the following:

(1)

The applicant or assignee does not owe any past due amounts to the Docks and Harbors Department;

(2)

The applicant or assignee has not been a party to an impounded boat administrative procedure outlined in CBJ 85.25.180

(3)

In cases where a waiting list exists for the slip or space size being assigned, the applicant or assignee has no more than two slips or spaces of any size assigned to them;

(4)

In cases where the size of the applicant's vessel has changed, the vessel complies with the size limitations set out in 05 CBJAC 40.010(f);

(5)

The applicant or assignee's vessel meets the motive power requirements set out in CBJ 85.20.020(a) and the equipment requirements contained in CBJ 85.25.030

(6)

The applicant or assignee is the owner, and exercises ownership control, of the vessel that will reside in the slip or space. The applicant has a duty to prove to the satisfaction of the Harbormaster that the applicant is the owner, and exercises ownership control, of the vessel as set out in 05 CBJAC 40.020(h); and

(7)

In cases of renewal, that the assignee has kept the assigned vessel in the slip or space for a minimum of 90 days during the previous moorage year.

(b)

Assignment. Upon verification that the applicable qualifying criteria set out in 05 CBJAC 40.035(a) are met and that the applicable fee for the moorage year being assigned is paid, the Harbormaster shall assign the reserved slip or space that is available to a first-time applicant and the previously assigned slip or space to a renewal assignee. If the qualifying criteria are not met or the applicable moorage fee is not paid, the Harbormaster shall deny the application, notify the assignee or applicant, and return the moorage fee submitted with the application less any amount due to the Docks and Harbors Department. Renewal assignees that do not meet the qualifying criteria or pay the applicable fee for the moorage year being assigned shall forfeit their assignment.

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.040 - Reserved moorage waitlists.

(a)

Waitlists. The Harbormaster shall establish and maintain reserved moorage waitlists for qualified applicants when there is no reserved moorage available for assignment. The Harbormaster may establish waiting lists according to slip or berth size and establish waitlist limits for length, beam, and draft as necessary to manage the small boat harbors. The Harbormaster shall update waitlists as needed to maintain their accuracy.

(b)

Waitlist information. The waitlist will include sign-up date, the name, address, contact number of the qualifying applicant, and, if the applicant has a vessel, the silhouette length and beam of the vessel and the documented vessel name or U.S. Coast Guard registration number of the vessel.

(c)

Placement on waitlist. In order to be placed on the waitlist, applicant must meet the approval criteria listed in 05 CBJAC 40.025(c) and pay the applicable moorage fee set out in 05 CBJAC 20.150. The Harbormaster shall place approved applicants on the applicable waitlist on a first-come, first-served basis. Substitution of names on an applicable waitlist may only be made between members of an immediate family.

(d)

Duty to update address and telephone changes. A waitlisted applicant shall immediately notify the Harbormaster of any change of address or telephone number in writing. Failure to do so may result in the applicant not being notified if reserved moorage becomes available.

(e)

Annual renewal. By March 1 of each calendar year, the Harbormaster shall determine if waitlisted applicants continue to meet the waitlist approval criteria set out in 05 CBJAC 40.025(c). The Harbormaster shall remove applicants from the waitlist that do not meet the approval criteria. Applicants that continue to meet the approval criteria must pay the renewal fee set out in 05 CBJAC 20.150 by March 1 of each year. Applicants that do not pay the renewal fee by March 1 will be removed from the waitlist.

(f)

Notification of assignment. When a moorage assignment becomes available, the Harbormaster will notify highest-ranked applicant on the applicable waitlist and provide the applicant 15 days after mailing of the notice to respond to the Harbormaster. If the applicant declines or does not respond within 15 days after service of the notice, the Harbormaster will offer the stall to next highest-ranked applicant. The Harbormaster will continue notifying applicants in this manner until an applicant accepts the assignment or all applicants decline. Upon acceptance of the assignment, the Harbormaster shall process the assignment as set out in 05 CBJAC

040.035. An applicant that declines an assignment or does not respond will be removed from the applicable waitlist.

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(g)

Duty to occupy assigned slip or space. If the reserved moorage slip or space assignee does not place the assigned vessel in the slip or space within 90 days of assignment, the assignee shall forfeit the assignment and be removed from the waitlist. The Harbormaster may, for good cause shown, grant an extension of 90 days. The assignee may reapply under 05 CBJAC 40.025

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.045 - Reserved moorage reassignments.

A reserved moorage assignee may apply to the Harbormaster for reassignment to a similar slip or space size class at a different location. The Harbormaster shall maintain waiting lists for this purpose. Assignees with the earliest sign-up date on the applicable list will be given the highest priority. When a similar slip or space in the applicable size class becomes available, the Harbormaster shall notify the reserved moorage assignees on this waiting list according to priority and offer the available slip or space for reassignment. The assignee has 72 hours to respond. If the assignee fails to respond or declines the reassignment, the Harbormaster may offer the slip or space to the next assignee on the waiting list. The refusal of an offered slip or space will not cause the assignee to lose waiting list priority.

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Deleted: For reassignments to Dehart's Marina, assignees with the earliest date the assignee was assigned reserved moorage in any one of the City and Borough small boat harbors will be given the highest priority on the DeHart's Marina waitlist.

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.050 - Winter temporary assignments.

(a)

Winter temporary assignment application. During each September, the owner of a vessel who desires a temporary assignment to reserved slips or spaces and other designated winter moorage may apply for such moorage at the Aurora Harbor Office.

(b)

Winter temporary assignment application review. No later than 15 days after September 30, or the receipt of a temporary assignment application, whichever is later, the Harbormaster will review each application and place the applicant on a waitlist for winter temporary assignment if

(1)

The applicant does not owe any past due amounts to the Docks and Harbors Department;

(2)

The applicant has not been a party to an impounded boat administrative procedure outlined in CBJ 85.25.180; and

(3)

In cases where a waiting list exists for the slip or space size being requested, the applicant has no more than two vessels in the small boat harbors.

(c)

Winter temporary assignment priority. As space becomes available, the Harbormaster will assign available winter moorage space according to vessel size and other management factors with the priority of assignments given according to the following order:

(1)

First, to applicants with reserved slips or spaces, priority ranked by the date of original slip or space assignment, provided the applicant allows the Harbormaster to use their assigned slip or space when vacated;

(2)

Second, to applicants on reserved moorage slip or space waiting lists, priority ranked by reserved moorage waitlist sign-up date;

(3)

Third, to all other applicants on the winter temporary assignment waitlists, priority ranked by sign-up date in September; and

(4)

Fourth, to the owners of boats that apply for a winter temporary assignment after September 30.

(d)

Relationship to Statter Harbor Management Regulation. Space for moorage assigned through the winter management monthly moorage zone procedures set out in 05 CBJAC 25.080 takes precedence over moorage assigned under this section. The procedures in this section will be used for moorage assignments made under the winter management waitlisted vessel moorage zone regulations set out in 05 CBJAC 25.090

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.055 - Summer temporary assignments.

(a)

Reserved moorage vessels. Upon approval of the Harbormaster for good cause show, reserved moorage assignees may swap their assigned slips or spaces during the months of May through September.

(b)

Waitlisted vessels. During the months of May through September, the owner of a vessel on a reserved moorage waitlist may apply to Harbormaster for temporary assignment. The Harbormaster will assign temporary moorage space according to vessel size and other management factors with the highest priority given to vessels with the earliest waitlist sign-up date. Owners of vessels participating in this program

must agree to relocate their vessel on short notice. The Harbormaster will not allow owners that do not agree, or fail, to move on short notice to participate in this program.

(c)

Relationship to transient moorage management regulation. Moorage available for assignment under this section does not include moorage managed under the small boat harbor transient moorage management regulations set out in 05 CBJAC 35.

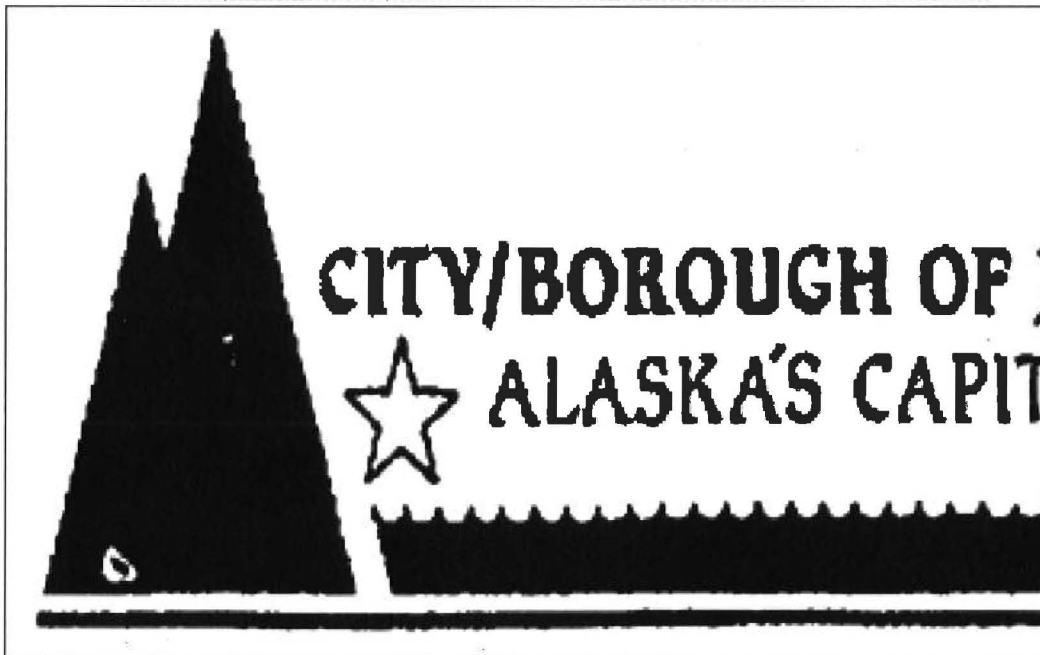
(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 40.060 - Visiting vessel assignments.

The Harbormaster may at any time assign reserved moorage slip or space to visiting vessels when such space becomes available as set out in 05 CBJAC 40.020(d). Such space will be assigned on a first-come, first-served basis.

(Amended 9-12-2005, eff. 9-20-2005)

(Amended 9-12-2005, eff. 9-20-2005)



RESERVED MOORAGE APPLICATION

July 1, 200 _____ through June 30, 200 _____

Deleted: 05 CBJAC 40.065 - DeHart's Marina Moorage

Management.

(a)

Applicability of this regulation. All requirements of 05 CBJAC 40 apply to the slip or space assignees of DeHart's Marina, except as follows:

(1)

Assignees with a reserved slip or space at DeHart's Marina on July 1, 2005 may transfer assignment of their reserved slip or space to another person as part of the sale of their assigned vessel. In order for the transfer of the assignment to be effective, the assignee shall provide the Harbormaster with proof of the sale to the new vessel owner; and

(2)

Assignees of a reserved slip or space at DeHart's Marina on July 1, 2005 may continue to keep their annual or seasonal assignment provided they meet the applicable requirements set out in 05 CBJAC 40. For the moorage period from April 1, 2006 through June 30, 2006, assignees may keep their moorage assignment by paying to the Harbormaster the applicable moorage fee for this period no later than March 30, 2006. A renewal application is not required for the period of April 1, 2006 through June 30, 2006. For the moorage year starting July 1, 2006, a DeHart's Marina assignee shall follow the renewal moorage application provisions set out in 05 CBJAC 40.030 and the Harbormaster shall process the application in accordance with the procedures set out in 05 CBJAC 40.035

(b)

DeHart's Marina Fees. Reserved

Boat Name: _____ AK No.: _____ ADF&G No.: _____

Doc. No.: _____ Home Port: _____ Boat Type: _____

Length*: _____ Beam: _____ Draft: _____ Hull Type: _____

Engine Type: Single (Thrust) _____ Double _____ Holding Tank: Yes _____ No _____

(*Length is the silhouette length of vessel, including bow sprits and any other permanent or temporary items regular affixed to the vessel.)

Boat Owner(s) _____

Mailing Address: _____

City: _____ State: _____ ZIP: _____

Residence Address: _____

City: _____ State: _____ ZIP: _____

Phone: (Home) _____ (Work) _____ (Other) _____

Is your vessel used as a residence? Yes _____ No _____

Do you have an auxiliary punt or skiff? Yes _____ No _____ AK No. _____

Tax Exempt No., if applicable: _____

*****IMPORTANT NOTICE / READ BEFORE SIGNING*****

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

I further agree to provide the Harbor Office with proof of ownership in the above described vessel.

I understand that reserved moorage fees for the period of July 1, 200_____ to June 30, 200_____ are due on or before July 1, 200_____ and are considered delinquent thereafter. *If I fail to pay the applicable moorage fee by July 15, 200_____, or any other charge when due, all my rights to the assigned space shall terminate, the CBJ*

may impound my vessel and may assign the space to others on the applicable waiting list.

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

I agree that this application is a request for the privilege of moorage space only. Nothing contained in this application or in the ordinances and rules of the CBJ have been or shall be interpreted by me to impose upon the CBJ any obligation or responsibility for the care and protection of any private property, including the vessel described above.

I hereby expressly consent and authorize the CBJ to move the above described vessel in the event the CBJ determines that: moorage fees are not paid, ordinances or regulations are violated, or there is an emergency. I further agree to hold the CBJ harmless against loss or damage to my vessel, including its equipment, gear, lines, articles, or other personal property attached or related to said vessel, resulting from use of the CBJ facilities or the above mentioned vessel.

I hereby certify that I own the above described vessel and that I have not sold or contracted to sell said vessel.

Signed: _____ Date: _____

(Authorized boat owner/agent)

A person who makes a false statement on this form may be punished for unsworn falsification, a Class A misdemeanor, for which the maximum penalty is imprisonment of not more than one

year and a \$5,000 fine or both. A false statement on this form will result in forfeiture of any assigned mooring space.

(Amended 9-12-2005, eff. 9-20-2005)

05 CBJAC 20.025 - Assigned moorage credit.

(a)

Definition. A fee credit applied to the account of a person with a moorage assignment that makes their private shorepower connection available for temporary moorage assignments.

(b)

Administration. Once each year, the harbormaster shall issue a credit memo to the account of a person with a moorage assignment that makes their private shorepower available for temporary moorage assignments. The credit shall equal \$1.00 for each day that the harbormaster uses their stall for a temporary moorage assignment and the temporary moorage assignee uses the private shorepower connection. The credit is redeemable only against docks and harbors charges levied against the account of the moorage assignee.

(Amended 12-5-2005, eff. 12-12-2005; Amended 12-11-2006, eff. 7-1-2007)

Comment [cu1]: \$1 should be adjusted based on Finance Committee recommendation of 6/26.

AFTER RECORDING RETURN TO: Carl Uchytel, Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

Deleted: John M. Stone

FUEL DOCK LEASE AGREEMENT

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "Lessor," and Harbor Enterprises, Inc. dba Petro Marine Services, hereafter "Petro" or "Lessee", a corporation organized under the laws of the State of Alaska.

Deleted: Petro Marine Services

PART II. LEASE ADMINISTRATION. All communications about this lease shall be directed as follows, and any reliance on a communication with a person other than that listed below is at the party's own risk.

City: <u>Carl Uchytel</u> , Port Director City and Borough of Juneau 155 S. Seward Street Juneau, AK 99801 Phone: (907) 586-0292 Fax: (907) 586-0295	Lessee: James Beckham Vice-President, Operations Harbor Enterprises, Inc d/b/a Petro Marine P.O. Box 389 Seward, AK 99664 <u>Phone: (907) 224-6222</u> <u>Fax: (907) 224-6225</u>
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Deleted: John M. Stone

Deleted: , P.E.

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PART III. LEASE DESCRIPTION. This lease agreement is identified as: Fuel Dock Lease Agreement. The following appendices, as well as anything incorporated by reference or attached to those appendices, are attached hereto and are considered to be part of this lease agreement.

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ Chapter 53.20
- Appendix C: Standard Provisions

If in conflict, the order of precedence shall be: this document, Appendix A, B, and then C.

PART V. LEASE EXECUTION. City and Lessee agree and sign below. This contract is not effective until signed by the City.

City: _____ Lessee: Harbor Enterprises, Inc.

Date: _____ Date: _____

By: Carl Uchytel, Port Director By: Carol A. Lindsey, CEO

Deleted: John M. Stone

Deleted: Petro Marine Services, Inc.

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2012, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl Uchytel to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to that that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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Deleted: John M. Stone

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the ____ day of _____, 2012, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carol A. Lindsey, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Harbor Enterprises, Inc., as Lessee, which executed the Fuel Dock Lease

Deleted: 2011

Deleted: Petro Marine Services

above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument; who acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in the certificate first above written.

Notary Public in and for the State of Alaska
My Commission Expires: _____

Risk Management Review:	_____	, Risk Manager
Approved as to Form:	_____	, Law Department
Approved as to Content:	_____	, Docks & Harbors
Fuel Dock Lease		Page 3 of 12

**APPENDIX A:
PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS**

1. DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as “the Leased Premises” or “the Property.” The Leased Premises are described as follows (as depicted in Exhibit 1):

- a. The uplands area where the Lessee has its fuel storage tanks and associated equipment;
- b. An easement extending from the fuel storage tank uplands area to the Lessee’s fuel float in the harbor allowing the Lessee to install, maintain, and operate fuel lines, electrical lines, and communication lines;
- c. Submerged lands where the Lessee’s fuel dock is located, including the adjacent area surrounding the fuel dock that is used by marine vessels to access the fuel dock, provided such use does not interfere with the operation of the City’s facilities that are adjacent to the fuel dock; and
- d. The end of the City’s main float where the Lessee’s fuel dock is attached.

A copy of Exhibit 1 is attached to and made a part of this lease by this reference.

Lessee shall submit to the City an as-built legal description and plat within 1 year of executing the Lease.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5) and CBJ Chapter 53.20.

3. TERM AND RENEWAL OPTION

The effective date of this lease shall be the date this lease agreement is signed by the City. The term of the lease is 35 years, commencing on the effective date of this lease agreement, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

Deleted: It is intended that with the effective date of this lease, the lease agreement assigned by Richard Deems for the DeHarts fuel float lease to the City on <date> is

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Deleted: terminated, except that Lessee may continue to operate its fuel float at DeHarts under the provisions of that lease until September 30, 2013 and no additional rent or flowage fee will occur as result of continued operations

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Deleted: 4. LEASE PAYMENTS AND ADJUSTMENTS

4. LEASE PAYMENTS AND ADJUSTMENTS

From the effective date through the initial seven years of this Lease, Lessee shall pay rent in the amount of \$0.05 for each gallon of fuel sold at the facility, plus CBJ sales tax if applicable. On
Fuel Dock Lease

the first seven year anniversary and every seven year interval thereafter, the rent shall be reviewed and may be adjusted as (1 + The Anchorage CPI for the cumulative 5 year period immediately preceding the renewal as reported by the Alaska Department of Labor) multiplied by the rent currently in effect.

Lessee shall determine fuel sales from daily meter readings and keep records of these readings for a period of no less than one year from the date of the reading. The City may inspect, in the manner and at reasonable times it considers appropriate, Lessee's daily meter reading records.

5. AUTHORIZED USE OF PREMISES

Lessee may use the leased premises only for fuel sales and the sale of other products customarily sold the by the Lessee. The leased premises may be used for other purposes only with the written consent of the City, which consent shall not be unreasonably withheld. The Lessee shall notify the City of any seasonal or other closure of the facility no later than ten (10) days prior to closure.

6. INSURANCE

Commercial General Liability Insurance

Lessee shall maintain at all times during this lease commercial general liability insurance, including marina operator's liability insurance, in the amounts of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The insurance policy shall name City as an "Additional Insured" and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice. Lessee will provide evidence of this insurance to City in a form acceptable to the City Office of Risk Management.

Property Insurance

Lessee acknowledges that City carries no fire or other casualty insurance on the Lease Premises or improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or personal property located on the Leased Premises, and adequate insurance to cover debris removal.

7. SPECIAL CANCELLATION PROVISION.

This provision applies only during the initial lease term, and only if CBJ terminates the lease because CBJ, due to its own actions, is unable to provide the Lessee with either the leased premises listed in this lease or alternate leased premises acceptable to the Lessee. If the lease is terminated due to these factors, CBJ will compensate the Lessee in an amount equal to the initial capital investment made by the Lessee minus depreciation (calculated by a 35 year straight line method) and any residual salvage value at the time of termination. If this provision is exercised, Lessee will provide CBJ with documentation, satisfactory to the City, establishing Lessee's initial capital investment. This documentation will form the basis for the depreciation calculation.

Fuel Dock Lease

Page 5 of 12

Comment [WU1]: Carl, as I was beginning to discuss with John, this move and repiping and new float is going to cost us in excess of \$1.5m. we think it is a good move on everyone's part and benefits the city, the customers and us. Scpg is the most by a factor of 3 that we assess anywhere in the state. We want to keep that from escalating because all you harbor masters and port directors talk and want to push that fee and ultimately the customer pays. and I am opposed to an automatic escalation based on CPI or other factors. We are providing a service to your customer base as well as selling fuel, so we dont want to make that cost prohibitive. Ideally, we sell more fuel, you get more \$ without squeezing more money out of customers. Our current lease does not provide for an escalation of fees, so we woudnt face this for quite a few yrs under that lease.

Deleted: From the effective date through February 28, 2014,

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Deleted: Lessee shall pay rent in the amount of \$0.05 for each gallon of fuel sold at the facility, plus CBJ sales tax if applicable.

Deleted: Beginning on March 1, 2014 and continuing for a five year period until February 28, 2019, and for every five year interval thereafter, the rent shall be adjusted to no higher than the highest of the following, plus CBJ sales tax if applicable:¶

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a. 1.075 multiplied by the rent currently in effect; or¶

¶
b. (1 + The Anchorage CPI for the cumulative 5 year period immediately preceding the renewal as reported by the Alaska Department of Labor) multiplied by the rent currently in effect.

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8. REQUIRED HOURS OF OPERATION

Lessee intends to provide fuel dock service on a year-round basis. During the boating season (April 1 to September 30), Lessee intends to operate seven days per week. Hours of operation shall be prominently posted at the fuel dock office and made available to the Statter Harbor Office. During the off-season (October 1 to March 31), Lessee intends to operate the fuel dock service on a periodically scheduled and/or appointment basis with hours of operation and contact number prominently posted at the fuel dock office.

Comment [WU2]: If we for some reason have slow business hours, we do not want to, for the sake of the lease, have to operate a little used facility and incur the overhead costs. We will of course operate it to the maximum extent possible which is good for both parties.

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9. LEASEHOLD IMPROVEMENTS

The Lessee shall obtain the prior approval of the City before installing any improvements to the leased premises. Improvements made to Lessee's equipment or facilities do not need prior approval. The City shall not unreasonably withhold approval.

10. MAINTENANCE

Lessee shall be responsible for maintaining all improvements made to the leased premises in good working order. The City shall be responsible for maintaining all areas adjacent to the leased premises in good working order.

11. UTILITIES AND SERVICES

The Lessee shall be responsible for electricity, communications, and janitorial services at their facilities. The Lessee may use the Lessor's solid waste dumpster. The Lessor will provide seasonal water service to the fuel float.

12. PARKING

The City will designate one (1) parking space for use by the Lessee's employees.

13. FUEL DELIVERY

The Lessee shall, to the extent possible, schedule fuel deliveries to replenish the upland tanks so as not to conflict with peak use of the City's facilities. During peak activity periods, it may be necessary to make multiple deliveries per day and assistance from the Statter Harbor staff may be necessary to accomplish this. Lessee shall, where possible, notify Lessor 24 hours in advance if such conditions are expected to occur.

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**APPENDIX B: LEASE PROVISIONS REQUIRED BY
CBJ CHAPTER 53.20 and CBJ CHAPTER 50**

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1. RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

As required by CBJ 53.20.160, it shall be the responsibility of Lessee to properly locate Lessee's improvements on the Leased Premises and failure to so locate shall render Lessee's liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by City of leases, including this lease, under the provisions of CBJ Title 53 does not relieve Lessees of responsibility for obtaining licenses, permits, or approvals as may be required by City or by duly authorized state or federal agencies.

3. TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.

As required by CBJ 53.20.190, the following terms and conditions govern all leases and are incorporated into this lease unless modified by the Assembly by ordinance or resolution for this specific lease. Modifications of the provisions of this Appendix B applicable to this specific lease, if any, must specifically modify such provisions and be supported by the relevant ordinance or resolution to be effective.

(1) **Lease Utilization.** - The Leased Premises shall be utilized only for purposes within the scope of the application and the terms of the lease, and in conformity with the provisions of City code, and applicable state and federal laws and regulations. Utilization or development of the Leased Premises for other than the allowed uses shall constitute a violation of the lease and subject the lease to cancellation at any time.

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every seventh year of the lease term beginning after completion of the initial term.

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(3) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to City for a permit therefore; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided, that the proposed assignment shall be approved by City prior to any assignment. Approval of assignment will not unreasonably be withheld. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

Fuel Dock Lease

Page 7 of 12

(5) **Modification.** The lease may be modified only by an agreement in writing signed by all parties in interest or their successor in interest.

(6) **Cancellation and Forfeiture.**

(a) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and City.

(b) City may cancel the lease if it is used for any unlawful purpose.

(c) City shall provide written notice if Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, without remedy by Lessee of the conditions warranting default within 30 days of receipt of notice, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

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City

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(d) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of City with approval of the Assembly constitute grounds for default.

(7) **Notice or Demand.** Any notice or demand, which under terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address of record. However, either party may designate in writing such new or other address to which the notice or demand shall thereafter be so given, made or mailed. A notice given hereunder shall be deemed delivered when deposited in a United States general or branch post office enclosed in a registered or certified mail prepaid wrapper or envelope addressed as hereinbefore provided.

(8) **Rights of Mortgage or Lienholder.** In the event of cancellation or forfeiture of a lease for cause, the holder of a properly recorded mortgage, conditional assignment or collateral assignment will have the option to acquire the lease for the unexpired term thereof, subject to the same terms and conditions as in the original lease.

(9) **Entry and Reentry.** In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by Lessee during the term, City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all personals and property there from either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefor. No reentry by City shall be deemed an acceptance of a surrender of the lease.

(10) **Lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, City may offer the lands for lease or other appropriate disposal pursuant to the provisions of City code.

(11) **Forfeiture of Rental.** In the event that the lease should be terminated because of any breach by Lessee, as herein provided, the annual rental payment last made by Lessee shall be forfeited and retained by City as partial or total damages for the breach.

(12) **Written Waiver.** The receipt of rent by City with knowledge of any breach of the lease by Lessee or of any default on the part of Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed a waiver of any provision of the Lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of City to enforce the same in the event of any subsequent breach or default. The receipt, by City, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by City of any notice thereunder to effect such termination, shall not reinstate, continue, or extend the resultant term therein demised, or destroy, or in any manner impair the efficacy of any such notice or termination as may have been given thereunder by City to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by City.

(13) **Expiration of Lease.** Unless the lease is renewed or sooner terminated as provided herein, Lessee shall peaceably and quietly leave, surrender and yield up to the City all of the leased land on the last day of the term of the lease.

(14) **Renewal Preference.** Any renewal preference granted Lessee is a privilege, and is neither a right nor bargained for consideration. The lease renewal procedure and renewal preference shall be that provided by ordinance in effect on the date the application for renewal is received by the designated official.

(15) **Removal or Reversion of Improvement upon Termination of Lease.** Improvements owned by Lessee shall within sixty calendar days after the termination of the lease be removed by Lessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of City, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the City pro rata lease rentals for the period.

(a) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels on the lands, after deducting for City rents due and owning and expenses incurred in making such sale. Such rights to proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

(b) If any improvements and/or chattels having an appraised value of five thousand dollars or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, City.

(16) **Rental for Improvements or Chattels not Removed.** Any improvements and/or chattels belonging to Lessee or placed on the lease during Lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease shall entitle City to charge Lessee a reasonable rent therefor.

(17) **Compliance with Regulations Code.** Lessee shall comply with all regulations, rules, and the code of the City and Borough of Juneau, and with all state and federal regulations, rules and laws as the code or any such rules, regulations or laws may affect the activity upon or associated with the leased land.

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition,

(19) **Inspection.** Lessee shall allow an authorized representative of City to enter the lease land for inspection at any reasonable time and upon 24hrs advanced notice.

(20) **Use of Material.** Lessee of the surface rights shall not sell or remove for use elsewhere any timber, stone, gravel, peat moss, topsoils, or any other materials valuable for building or commercial purposes; provided, however, that material required for the development of the leasehold may be used, if its use is first approved by the City.

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the City to do so. If City grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements destroyed or damaged. Damages shall be limited to improvements only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate Lessee for loss of use and loss of business.

(22) **Warranty.** City does not warrant by its classification or leasing of land that the land is ideally suited for the use authorized under the classification or lease and no guaranty is given or implied that it shall be profitable to employ land to said use.

(23) **Lease Rental Credit.** When authorized in writing by City prior to the commencement of any work, Lessee may be granted credit against current or future rent; provided the work accomplished on or off the leased area results in increased valuation of the leased or other city and borough-owned lands. The authorization may stipulate type of work, standards of construction and the maximum allowable credit for the specific project. Title to improvements or chattels credited against rent under this section shall vest immediately and be in City and shall not be removed by Lessee upon termination of the lease.

Comment [WU3]: Doesn't apply to this lease

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Deleted: necessary action to suppress destruction or uncontrolled grass, brush or other fire on the leased lands. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land

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APPENDIX C: STANDARD PROVISIONS

(1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.

(2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.

(3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.

(4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.

(5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of the City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.

(6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.

(7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.

(8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.

(9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any damages resulting from settlement, judgment or verdict, and includes the Fuel Dock Lease

award of any attorneys fees even if in excess of Alaska Civil Rule 82. The obligations of Lessee arise immediately upon notice to City of any action, claim, or lawsuit. City shall notify Lessee in a timely manner if the need for indemnification, but such notice is not a condition precedent to Lessee's obligations and may be waived where Lessee has actual notice. This agreement applies, and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the City.

(10) **Successors.** This lease shall be binding on the successors, administrators, executors, heirs, and assigns of Lessee and City.

(11) **Choice of Law; Venue.** This lease shall be governed by the law of the State of Alaska. Venue shall be in the State of Alaska, First Judicial District at Juneau.

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

Page 1 of 2

6/26/2012

Project	Status	Schedule	Contractor	Notes
Auke Bay Loading Facility - Phase I				
Conveyance - ADNR Land - Facility	Submitted		R&M	Awaiting completion of survey
Conveyance - ADNR Land - Mitigation	Submitted			Transfer bill signed by Governor
Auke Bay Loading Facility - Phase II				
Reporting	On-Going		Staff	
Construction	Complete		SE Earthmovers	Awaiting contract close out
Hydraulic Trailer	Construction		SeaLift	Delivery date July 10, 2012
Washdown Pad	Planning			Working on TIGER Amendment
Douglas Harbor Floating Breakwater				
Breakwater Installation	Construction	Summer 2012	Trucano	Corps funded project
Old Douglas Harbor Reconstruction				
Permitting	In Progress			Working with Corps Anchorage
Final Engineering and Design	Hold		PND	Awaiting Corps Permit
Bid	Hold			Awaiting Corps Permit
Construction	Hold			Awaiting Corps Permit
Statter Harbor Launch Ramp				
EA Process	Complete		PND	Awaiting FONSI
Conveyance - DNR Property at Glacier	In Progress	Fall 2011	R&M	Awaiting completion of survey
Conveyance - DNR Tideland	In Progress	Fall 2011		Application Submitted - Awaiting response
Corps of Engineers Permit	In Progress	Summer 2012	PND	Awaiting Corps Permit action
Conditional Use Permit	Hold			Awaiting Corps Permit
Final Engineering and Design	Hold	Summer 2012	PND	Awaiting permit approval
Bid	Hold	Fall 2012		Awaiting permit approval
Construction	Hold	Spring 2013	TBD	Awaiting full funding
Statter Harbor Moorage Improvements				
Permitting - Repairs	Complete		PND	ACOE Permit Issued July 13, 2011
Permitting - Floats 1&2	Complete		PND	ACOE Permit Issued October 2011
Conditional Use Permit	Complete		Staff	CU Notice of Decision issued
Design	Complete		PND	
Construction	In Progress	Fall 2012	PPM	Complete Spring 2013
CT Staging Area Improvements - Phase I				
Final Engineering and Design	In Progress	Spring 2012	PND	Awaiting Bid Documents
Bid	In Progress			Bid Opening July 3, 2012
Board Bid Award Approval		June 21, 2012		
Assembly Bid Award Approval		June 25, 2012		

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

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Construction	Hold	Oct 2012	TBB	Complete Spring 2013
CT Staging Area Improvements - Phase II				
Resolve Sidewalk Issue				Working on Resolution of issue
Final Engineering and Design	In Progress	Spring 2013	PND	Awaiting Bid Documents
Bid	Hold	Spring 2013		
Board Bid Award Approval		Spring 2013		
Assembly Bid Award Approval		Spring 2013		
Construction	Hold	Oct 2013	TBB	Complete Spring 2014
Port of Juneau Cruise Berths				
Final Engineering and Design	In Progress	Summer 2012	PND	
Corps Permit	In Progress		PND	ACOE Permit Issued Mar 30, 2012
Conditional Use Permit	In Progress	Spring 2012		Planning Commission - June 26, 2012
Bid	Hold	Summer 2012		
RFP for Construction Services	Hold	Fall 2012		
Construction - Phase I		TBD	TBB	
Construction - Phase II		TBD	TBB	
1% for Art	Hold			Awaiting Hartle Memo
Port-Customs-Visitors Buildings				
Phase I - Port-Customs Bldg	Complete		NPE	Occupied in May-Awaiting close out
Phase II - Visitor Center	Construction	June 2012	NPE	Occupied in June-Awaiting close out
1% for Art	In Progress	June 2012		Artists under contract
Cathodic Protection	Design		Tinnea	Awaiting funding
Aurora Harbor Re-Build				
Design, Engineering Services	In Progress		PND	Awaiting Fee Proposal
Cruise Dock Restrooms	Planning			Awaiting funding
New USS Juneau Memorial	Planning			Awaiting new site proposal
Bridge Area Plan	Planning			Coordination with Engineering
Marine Park - SeaWalk Planning	Planning			Coordination with Engineering
Juneau Maritime Center	Planning	Spring 2012	Northwind	Presentation of CIP/Planning on June 21
Net Barge Permitting	Permitting			
Corps Permit	Complete	Spring 2012	Schaal	
Douglas and Aurora Electric Meters	Consultation	Spring 2012	Haight	Awaiting Recommendations
Shore Rep Booth for Cruise Docks	Planning			Awaiting Design and Cost Estimate
ADA Parking Spaces at Aurora Harbor	Planning	Spring 2012		Awaiting cost of chip seal and grading