

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, May 27, 2010

- I. Call to Order (7:00 p.m. at the CBJ Assembly Chambers.)
- II. Roll (Donek, Etheridge, Jardell, Jebe, Kueffner, Preston, Williams and Wostmann).
- III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

- IV. Approval of Previous Meeting Minutes.

MOTION: TO APPROVE THE MINUTES FROM THE APRIL 29, 2010 REGULAR BOARD MEETING AND THE MINUTES FROM THE MAY 12, 2010 SPECIAL BOARD MEETING AS PRESENTED OR AMENDED.

- V. Public Participation on Non-Agenda Items (not to exceed 5 minutes per person, or twenty minutes total time).
- VI Items for Action.

- 1. Discussion and Direction Regarding Application for Municipal Harbors Matching Grant in the Amount of \$2.9M for Statter Harbor Improvements.
Presentation by Port Director

Public Discussion

MOTION: TO DIRECT THE PORT DIRECTOR TO SUBMIT AN APPLICATION TO ADOT UNDER THE MUNICIPAL HARBOR MATCHING GRANT PROGRAM IN THE AMOUNT OF \$2.9 MILLION FOR STATTER HARBOR IMPROVEMENTS AND TO REQUEST THE ASSEMBLY ADOPT A RESOLUTION OF SUPPORT FOR THE APPLICATION.

Board Discussion/Action

- 2. Discussion and Direction Regarding Application for Municipal Harbors Matching Grant in the Amount of \$2M for Aurora Harbor Re-Build.
Presentation by Port Director

Public Discussion

MOTION: TO DIRECT THE PORT DIRECTOR TO SUBMIT AN APPLICATION TO ADOT UNDER THE MUNICIPAL HARBOR MATCHING GRANT PROGRAM IN THE AMOUNT OF \$2.0 MILLION FOR AURORA HARBOR REBUILD AND TO REQUEST THE ASSEMBLY ADOPT A RESOLUTION OF SUPPORT FOR THE APPLICATION.

Board Discussion/Action

3. Public Hearing for Changes to the Waterfront Sales Permit Regulations
Presentation by the Finance Chair

Public Comment

MOTION: TO ADOPT AN AMENDMENT TO THE WATERFRONT SALES PERMIT REGULATIONS REPEALING THE ACTIVELY SELL REQUIREMENT AND REPEALING THE PROHIBITION AGAINST OWNING AN INTEREST IN MORE THAN ONE PERMIT AND FORWARD TO THE CITY ATTORNEY FOR PRESENTATION TO THE CBJ ASSEMBLY AND ASK UNANIMOUS CONSENT.

Board Discussion/Action

- 4 Harbor Lights Enterprises Request for Early Renewal of Tidelands Lease
Presentation by the Finance Chair

Public Comment

MOTION: TO RECOMMEND THAT THE ASSEMBLY RENEW THE TIDELAND LEASE FOR LOT 3, BLOCK 51, PLAT No. 347, SUBDIVISION OF ATS No. 3 FOR A PERIOD OF 35 YEARS WITH AN OPTION TO RENEW FOR ANOTHER 35 YEARS IN ACCORDANCE WITH THE CBJ LEASE ORDINANCE.

Board Discussion/Action

VII. Items for Information/Discussion.

1. Discussion and Direction Regarding the Acquisition of a Portion of Archipelago Property (South of Marine Park Parking Garage) for the Purpose of a Pedestrian Promenade Connection Between South Franklin and the Seawalk and to Develop a New USS Juneau Memorial.
Presentation by Port Engineer

Public Discussion

- 2 Discussion and Direction Regarding the Decommissioning of the Old Harbor Floats at Douglas Harbor if a permit for rebuilding the harbor is not obtained from the state and federal agencies.
Presentation by Port Director

Public Discussion

VIII. PRAC Representative Report

IX. Committee and Board Member Reports

1. Operations Committee Meeting – May 18, 2010
2. CIP/Planning Committee Meeting – May 20, 2010
3. Finance Committee Meeting– May 25, 2010

X Assembly Liaison Report

XI Administrative Officer's Report.

XII Port Engineer's Report

XIII. Harbormaster's Report

XIV Port Director's Report

XV Committee Administrative Matters

1. Operations Committee Meeting – June 15, 2010
2. CIP/Planning Committee Meeting – June 17, 2010
3. Finance Committee Meeting– June 22, 2010
4. Board Meeting – June 24, 2010

XVI. Adjournment

MOTION: ASK UNANIMOUS CONSENT TO ADJOURN THE REGULAR BOARD MEETING.

CBJ DOCKS & HARBORS BOARD
SPECIAL BOARD MEETING MINUTES
For Wednesday, May 12, 2010

I. Call to Order.

Chairman Preston called the Special Board Meeting to order at 5:00 p.m. in meeting room 224 of the Assembly building.

II. Roll Call

The following members were present: Mr. Etheridge, Mr. Jardell, Mr. Wostmann, Mr. Kueffner, Mr. Williams, and Mr. Preston.

The following member was absent: Mr. Mehrkens and Ms. Jebe.

III. Approval of Agenda.

MOTION by Mr. Etheridge: ASK UNANIMOUS CONSENT TO APPROVE THE AGENDA AS PRESENTED.

Motion passed without objection

IV. Approval of Previous Meeting Minutes.

No previous meeting minutes.

V. Public Participation on Non-Agenda Items.

There was none.

VI. Items for Action.

1. Discussion of Project Labor Agreement for Port Customs Building.

Mr. Stone said the Port customs and Visitor Center project has an estimated construction cost of \$7,465,570. and is generally comprised of two projects: the infill dock areas and two small buildings. This project has been advertised for bids that were due on May 20, 2010. The bid date has been postponed until further notice to address the issue of including a Project Labor Agreement (PLA). The City Assembly has expressed support of PLAs on large projects and the practice of the Engineering Department has been to consider PLAs on a project by project basis.

CBJ DOCKS & HARBORS
SPECIAL BOARD MEETING MINUTES

May 12, 2010

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VI. Items for action (continued).

Mr. Gillette, our Port Engineer, has prepared an analysis of whether or not to require a PLA in this project using the 9 elements for upholding the inclusion of a PLA under competitive bidding.

Mr. Gillette said there are no official laws governing PLAs for the CBJ. For each project that is large, the city does an analysis to determine whether or not the project is bid with a PLA. The City has only done this analysis about 10 times previously.

Mr. Gillette provided a copy of the PLA Analysis for Port Customs and Visitor Center Project and gave a brief overview of the 10 criteria.

Mr. Gillette said Based on the facts and discussion presented about the Port Customs and Visitor Center project, and after consultation with the City Attorney, a good faith attempt has been made to apply the criteria in a meaningful analysis of the facts of the project. In conclusion, we do not believe this project meets the criteria requirements for mandating a PLA to be incorporated into the project.

Mr. Jardell asked if there could be a substantial cost savings for this project if a PLA was incorporated.

Mr. Gillette said with Labor Union work, we would not pay double or triple time to the work force if the project is behind schedule.

Mr. Kueffner asked if Mr. Stone or Mr. Gillette had any experience with projects at had required a PLA.

Mr. Stone said he had previous projects in the Engineering Department that used PLAs but not a Docks and Harbors project.

Public Comment

Jonathon Smith, 9991 silver St., Juneau, AK 99801

Mr. Smith said he was in favor of PLAs and he felt the Port Customs and Visitor Center project was more complicated than indicated in the analysis.

Public Comment(continued)

Mr. Smith also said there could be a cost saving to the project if a PLA was included and that union and non-union contractors could both bid on the project. Some of the PLA's include apprenticeship language in them that help provide a skill to young people that want to remain working in Juneau.

Dave Vanpool, 3820 Iowa Dr., Juneau, AK 99801

Mr. Vanpool is the owner of Vanpool painting. Mr. Vanpool said he has had problems with the Painter's Union out of Anchorage. They will not allow him to bid on projects with PLAs on them unless he and his employees join the union. He is loosing a lot of work because of this problem with the union.

Mr. Wostmann said the PLA should not discriminate against union or non-union members.

Doug Trucano -Trucano construction/Marine construction

Mr. Trucano said he is a non-union contractor but he is willing to work with the unions and union employees. He has used workers from both the electrical union and the masonry union in the past. He did not feel including a PLA in this project would help the local economy. Including a PLA will most likely bring in a contractor from out of town who will bring all of his workers from out of town.

End of Public comment

Mr. Jardell said it doesn't seem like we have the justification to include a PLA in this project and that he was inclined to agree with Mr. Gillette's analysis.

Mr. Preston said it is still the Board's decision to either include or not include a PLA in this project.

Mr. Wostmann said it is incumbent upon the Board to find or not find a justification for a PLA. He did want to encourage local hire and evidence does not suggest a PLA is needed.

Mr. Kueffner said he felt the recommendation was subjective although he was inclined to accept the staff recommendation.

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SPECIAL BOARD MEETING MINUTES

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MOTION by Mr. Kueffner: TO NOT ACCEPT STAFF RECOMMENDATION AND INCLUDE A PLA IN THE PORT CUSTOMS BUILDING PROJECT AND ASK UNANIMOUS CONSENT.

There was further discussion among committee members.

Motion failed with 1 member in favor and 6 opposed.

MOTION by Mr. Donek: TO ACCEPT STAFF RECOMMENATION AND NOT INCLUDE A PLA IN THE PORT CUSOMS BUILDING PROJECT AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

VII. Adjournment.

MOTION by Mr. Williams: TO ASK UNANIMOUS CONSENT TO ADJORN THE SPECIAL BOARD MEETING.

Motion Passed with out objection.

Meeting adjourned at 5:48 p.m.

Roy McLeod

From: John Stone
Sent: Wednesday, May 26, 2010 2:51 PM
To: Roy McLeod; Bob Wostmann (bob@wostmann.com); Cheryl Jebe (Cheryl_Jebe@msn.com); Don Etheridge; donek@gci.net; Eric Kueffner (ekueffner@faulknerbanfield.com); Jim Preston; kjardell@gci.net; Mike Williams (scoutdog@ptialaska.net)
Subject: FW: Waterfront Regulations Public Comment
FYI

From: jim suek [mailto:jimsuek1@hotmail.com]
Sent: Wednesday, May 26, 2010 2:49 PM
To: John Stone
Subject: Waterfront Regulations Public Comment

John:

I'm writing to comment on the proposed changes to waterfront regulations 10.030.

In short, I support them.

Thank you very much,

Jim Suek
Best Tours

The New Busy think 9 to 5 is a cute idea. Combine multiple calendars with Hotmail. [Get busy.](#)

waterfront sales were calculated. If the applicant proposes to demonstrate that it derived a "significant portion of its income from sales made through a waterfront tour sales or broker's permit" the holder shall also provide a report of the permit holder's gross revenue from all other sources in Juneau from May 1 through October 15 for the year in which the permit was used.

- (B) Copies of City and Borough of Juneau sales tax returns for the permit period subject to the requirement for active selling. Copies of the tax returns shall be accompanied by a written waiver of confidentiality with respect to the returns.
 - (4) A failure to demonstrate and satisfy the "actively sell" requirement to the city's satisfaction may result in the revocation of the permit and any reissuance options purchased with the permit, and an ineligibility to bid for a waterfront permit of the same kind for a period of one year.
- (f) *Permit eligibility and requirements.*
- (1) To be eligible to bid on a tour sales or tour broker permit, the permit applicant must:
 - (A) Hold a current Alaska business license, and
 - (B) Maintain a place of business under the name on the Alaska business license within the boundaries of the city and borough.
 - (2) Any person holding a permit must maintain a year round place of business and mailing address in the City and Borough of Juneau, Alaska, and must designate a single individual by physical address, mailing address and phone number in Juneau upon whom service of notices and legal proceedings may be made. Service of any notice concerning the permit to that person shall be legal and sufficient notice to any of the holders, owners or any other with an interest in the permit. The director must be notified in writing no less than ten days before there is a change in the name, address or phone number of the designated person for a permit. Failure to timely notify the director shall be considered a violation of the permit conditions.
 - (3) No person shall have an interest in more than one permit. As used in this section, "interest" means an equity interest in a permit or in a legal entity owning a permit, which interest is held by the person or a spouse, minor child, dependent, or a regular member of the person's household, but does not include the financial relationship between a permit holder and a tour provider for whom the holder sells tours. This subsection only applies to tour sales and tour broker permits.
 - (4) Tour sales permit holders and tour broker permit holders must actively sell during the tour season.
- (g) *Number of permits available.* The director shall publicly announce the number, type and schedule for application for permits.

(01/19/98; Amended 5-2-2000, eff. 5-16-2000)

05 CBJAC 10.040 Tour sales permits.

A tour sales permit authorizes the solicitation and sale of tours and experiences.

(a) *Application process and permit award.*

- (1) *How to apply.* No later than December 1, of each year, the port director will publicly announce an application period for tour sales permits. The notice will include a description of how to apply for a permit, the number and type of permits available, and the process that will be used to award the permits. Persons must apply on an application form provided by the port director and must include all required information and attachments.
- (2) *Application review.* The port director will review each application to determine if it is complete. The port director will reject incomplete applications. The port director will review complete applications to determine if the applicant meets the permit eligibility requirements set out in 05 CBJAC 10.030(f).
- (3) *How the permits are awarded.* The port director will award the permits by public outcry auction. The minimum bid for a permit is \$5,000.00. Applicants meeting the permit eligibility requirements set out in 05 CBJAC 10.030(f) will be allowed to bid on a permit provided the applicant posts a \$5,000.00 bid bond payable to CBJ. The applicant must agree to forfeit the bid bond in the event the applicant does not honor a winning bid on a permit.

(b) *Permit requirements.* The port director may issue permits and require permit holders to comply with stipulations as necessary to assure compliance with applicable requirements of this chapter and the Maritime Transportation Security Act of 2002. Permit holders shall also comply with the prohibitions set out in 05 CBJAC 10.020, the tour sales area rules set out in 05 CBJAC 10.040(c), and the general operating requirements set out in 05 CBJAC 10.070.

(c) *Tour sales area rules.*

- (1) A permit holder shall only sell tours in a booth provided by the port director. The port director will provide booths at the Steamship Wharf Plaza, the Visitor's Center Lot, and the Columbia Lot sales areas. The port director reserves the right to relocate or close booths as required for public safety, security, or other good cause. The booths at each sales area will be assigned by lot. In order to assure equitable exposure for each permit holder, the port director will cause the permit holders to shift one booth on each day of operation. A permit holder shall only occupy the booth assigned by the port director.
- (2) A permit holder shall not have more than one representative selling tours at a booth. A permit holder shall maintain a presence at its booth during all hours when cruise ship passengers are likely to purchase tours in a sales area.

A REGULATION OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Adoption of Title 05, Chapter 10 Waterfront Sales Permits

PURSUANT TO AUTHORITY GRANTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, THE DOCKS AND HARBORS BOARD IS PROPOSING TO ADOPT THE FOLLOWING REGULATIONS:

Section 1. Authority. These regulations are proposed for adoption pursuant to CBJ 01.60 and CBJ 85.02.060, 85.02.100, and 85.20.010.

Section 2. Adoption of Regulations. The City and Borough of Juneau Administrative Code is amended by the adoption of new regulations in Title 05, Chapter 10, reading as follows:

City and Borough of Juneau Administrative Code Title 05: Docks and Harbors Chapter 10: Waterfront Sales Permits

Repeal 05 CBJAC 10.030(b) (1) (D) in its entirety. 05 CBJAC 10.030 (b)(1)(D) currently reads:

- (D) The holder of a reissuance option may be requested to provide evidence of "actively sell" with notice of intent to seek reissuance.

Repeal 05 CBJAC 10.030(e) in its entirety. 05 CBJAC 10.030(e) currently reads:

- (e) *Actively sell requirement.* A requirement that a permit holder "actively sells" means that the permit holder either derives a significant portion of its income from sales made through a tour sales or broker's permit, or that the permit holder is making substantial use of the permit.
- (1) A permit holder shall be deemed to derive a significant portion of its income from sales made through a waterfront tour sales or broker's permit if the amount of its gross income from such sales is not less than ten percent of the permit holder's gross revenue in Juneau between May 1 and October 15.
- (2) A permit holder shall be deemed to be making substantial use of the permit by showing gross revenue from sales through the permit of over \$25,000.00.
- (3) If required by these regulations, the director, [or] a form issued hereunder, a person shall demonstrate satisfaction of the "actively sell" requirement by submitting the following:
- (A) A month by month report of gross permit revenue during the entire term of the permit which required active selling, together with a written explanation of how waterfront sales were calculated. If the applicant proposes to demonstrate that it

derived a "significant portion of its income from sales made through a waterfront tour sales or broker's permit" the holder shall also provide a report of the permit holder's gross revenue from all other sources in Juneau from May 1 through October 15 for the year in which the permit was used.

(B) Copies of City and Borough of Juneau sales tax returns for the permit period subject to the requirement for active selling. Copies of the tax returns shall be accompanied by a written waiver of confidentiality with respect to the returns.

(4) A failure to demonstrate and satisfy the "actively sell" requirement to the city's satisfaction may result in the revocation of the permit and any reissuance options purchased with the permit, and an ineligibility to bid for a waterfront permit of the same kind for a period of one year.

Repeal 05 CBJAC 10.030(f)(3) in its entirety. 05 CBJAC 10.030(f)(3) currently reads:

- (3) No person shall have an interest in more than one permit. As used in this section, "interest" means an equity interest in a permit or in a legal entity owning a permit, which interest is held by the person or a spouse, minor child, dependent, or a regular member of the person's household, but does not include the financial relationship between a permit holder and a tour provider for whom the holder sells tours. This subsection only applies to tour sales and tour broker permits.

Section 3. Notice of Proposed Adoption of a Regulation. The notice requirements of CBJ 01.60.200 were followed by the agency. The notice period began on March 26, 2010 which is not less than 21 days before the date of adoption of these regulations as set forth below.

Adoption by Agency

After considering all relevant matter presented to it, the agency hereby amends these regulations as set forth above. The agency will next seek Assembly review and approval.

Date: , 2010

John M. Stone, P.E.
Port Director

Legal Review

These regulations have been reviewed and approved in accordance with the following standards set forth in CBJ 01.60.250:

(1) Its consistency with federal and state law and with the charter, code, and other municipal regulations;

(2) The existence of code authority and the correctness of the required citation of code authority following each section; and

(3) Its clarity, simplicity of expression, and absence of possibility of misapplication.

Date: _____

John W. Hartle
City Attorney

Assembly Review

These regulations were presented to the Assembly at its meeting of _____. They were adopted by the Assembly.

Date: _____

Laurie J. Sica, Clerk

Filing with Clerk

I certify, as the clerk of the City and Borough of Juneau, that the following statements are true:

1. These regulations were accepted for filing by the office of the clerk at ____:____ a.m./p.m. on the ____ day of _____, _____.
2. After signing I will immediately deliver or cause to be delivered copies of this regulation to the attorney and the director of libraries.
3. A permanent file of the signed originals of these regulations will be maintained in this office for public inspection.
4. Effective date: _____.

Date: _____

Laurie J. Sica, Clerk

Roy McLeod

From: Barbara Ritchie
Sent: Wednesday, May 26, 2010 11:42 AM
To: Roy McLeod
Cc: John Stone; Deb Senn; John Hartle
Subject: Renewal of lease: Harbor Lights Enterprises, LLC

I have reviewed the current lease between CBJ and Harbor Lights Enterprises, LLC, originally executed between the City of Juneau and a predecessor to the current lessee. As you know, the lease was assigned twice over the years, the most recent assignment being in 2008 when it was assigned to the current lessee. The original lease was entered in 1967 and expires in 2022. The leased property is the location of the building in which Juneau Electronics operates.

Harbor Lights Enterprises has requested that the lease be renewed at this time in order to facilitate their long-term financing needs for the property. The May 6, 2010 letter from Gary Patton, Secretary Treasurer of Harbor Lights, states: "Harbor Lights Enterprises seeks this renewal so as to procure long-term financing of the property to facilitate investing in updating and remodeling the existing building's systems, interior and facade. Currently we are prevented from doing so due to the amount of time remaining on the lease."

This is the same situation as we had in September 2009 with the Myron Klein (assignee lessee) lease. As you know, he needed a lease renewal early in order to facilitate long-term financing. The only difference is that was an old state lease, and this one is an old City of Juneau lease. With Klein, we did a new 35 year lease of the property under the CBJ leasing code, which provided that it superseded the prior state lease. The Assembly approved of the Klein lease adopting Ordinance 2009-20.

The only difference here is that the old lease is a City of Juneau lease. Apparently the City owned the tidelands property in 1967, not the state of Alaska as was the case with most tidelands property back then. The City lease has a renewal provision that apparently tracked the Juneau City Code. It provides for renewal of the lease with a preference for renewal allowed to the lessee. This is clear authority for renewal of the lease to the current lessee, and it is not necessary to solicit other potential lessees. In fact, given the terms of the lease, I think that would be inappropriate.

I recommend that Docks & Harbors proceed, as we did with the Klein lease, to prepare and present an ordinance authorizing a lease

5/26/2010

renewal that will constitute a new lease under the CBJ leasing code. Please let me know the direction you get from the Board. If the Board approves the lessee's request, I can work with you to prepare a draft ordinance and lease document so those are at least in draft form before my departure June 30. You will also want to get this matter on the Lands Committee's agenda. (I will cc Deb Senn and John Hartle so they are aware of this.)

Barbara

Barbara J. Ritchie
Deputy City Attorney
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0273
Fax: (907) 586-1147
barbara_ritchie@ci.juneau.ak.us

Harbor Lights Enterprises, LLC

1000 Harbor Way • Juneau, AK 99801 • (907) 789-1400

May 6, 2009

City and Borough of Juneau
Attn: Mr. John Stone, Port Director
155 South Seward
Juneau, AK 99801

Dear Mr. Stone,

Harbor Lights Enterprises, LLC would like request a standard term renewal of the existing CBJ tidelands lease for the property as described below.

A Leasehold Estate as created by Lease dated March 3, 1967 and recorded March 3, 1967 in Book 85 at Page 90 records of the Juneau Recording District, First Judicial District, State of Alaska. In and to a portion of Lot 3, Block 51, of the Tidelands Addition to the City of Juneau, Alaska, according to the official plat of survey of said Addition which plat is a subdivision of Alaska Tidelands Survey No. 3 and is filed in the office of the Recorder for the Juneau Recording District at Juneau, Alaska as Plat No. 347; which portion of Lot 3, Block 51, is more particularly described as follows: Beginning at Corner No. 1, identical with the most northerly corner of Lot 5, Block 51; thence S 54° 53' 15" W 60.00 feet to Corner No. 2; thence S 35° 06' 45" E 49.50 feet to Corner No. 3; thence S 52° 09' 18" W 20.02 feet to Corner No. 4; thence N 35° 06' 45" W 90.91 feet to Corner No. 5; thence N 55° 56' E 80.01 feet to Corner No. 6; thence S 35° 06' 45" E 39.00 feet to Corner No. 1, the place of beginning.

Harbor Lights Enterprises seeks this renewal so as to procure long-term financing of the property to facilitate investing in updating and remodeling the existing building's systems, interior and façade. Currently we are prevented from doing so due to the amount of time remaining on the lease.

Sincerely,



Gary Patton
Secretary Treasurer
Harbor Lights Enterprises, LLC

ASSIGNMENT OF LEASE

The undersigned, lessees in the lease between the City of Juneau (lessor) and D. C. and Phyllis Langdon dba L & M Enterprises, CR 85 Box 230 Leslie, Arkansas 72645 (lessee) dated March 3, 1967, assign their interest in said lease to Peter Bernstein and Mary Claire Bernstein, 4240 Glacier Highway, Juneau, Alaska.

The property in said lease is described as:

Lot 5, Block 51, Tidelands Addition to the City of Juneau according to Plat 347, Juneau Recording District, First Judicial District, State of Alaska,

EXCEPT THEREFROM that part taken by the State of Alaska in case No. 67-125 of the Superior Court at Juneau, the Declaration of Taking of which was recorded in Deed Book 85 at Page 358.

The Lessee's interest in a leasehold estate as created by the lease between the City of Juneau (lessor) and D. C. and Phyllis Langdon dba L & M Enterprises (lessee) dated March 3, 1967 in and to that part of Lot 3, Block 51, Tidelands Addition to the City of Juneau according to Plat 347, Juneau Recording District, First Judicial District, State of Alaska, described as:

BEGIN at the North corner of Lot 5, said block, run thence S 54° 53' 15" W 60.00 feet to the West corner said Lot 5; thence S 35° 06' 45" E 49.50 feet; thence S 52° 09' 18" W 20.02 feet; thence N 35° 06' 45" W 90.91 feet; thence N 55° 56' E 80.01 feet; thence S 35° 06' 45" E 39.00 feet to the point of beginning.

Dated this 6th of November, 1989



Phyllis Langdon

○ STATE OF ~~ALASKA~~ ARKANSAS)
COUNTY OF Searcy) ss.

On this 6th day of November, 1989, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, ~~and~~ Phyllis L. Langdon and Phyllis L. Langdon, to me known to

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2008-003416-0

Recording Dist: 101 - Juneau

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CC

**CITY AND BOROUGH OF JUNEAU (CBJ)
DOCKS AND HARBORS DEPARTMENT**

**ASSIGNMENT OF LEASE
AS 38.05.095 & CBJ Ordinance 53.20.190(4)**

Lot 3, Block 51
ADL #

For value received, I (we) **Peter Bernstein and Mary Clare Bernstein**, whose mailing address is **4240 Glacier Highway, Juneau, Alaska, 99801**, lessee(s) under the Lease designated as **Lot 3, Block 51** and covering the following-described property:

A Leasehold Estate as created by Lease dated March 3, 1967 and recorded March 3, 1967 in Book 85 at Page 90 records of the Juneau Recording District, First Judicial District, State of Alaska and by unrecorded Assignment of Lessees Interest to Peter Bernstein and Mary Clair Bernstein dated November 6, 1989 in and to a portion of Lot 3, Block 51, of the Tideland Addition to the City of Juneau, Alaska, according to the official plat of survey of said Addition which plat is a subdivision of Alaska Tideland Survey No. 3 and is filed in the office of the Recorder for the Juneau Recording District at Juneau, Alaska as Plat No. 347; which portion of Lot 3, Block 51, is more particularly described as follows:

Beginning at Corner No. 1, identical with the most northerly corner of Lot 5, Block 51; thence S 54° 53' 15" W 60.00 feet to Corner No. 2; thence S 35° 06' 45" E 49.50 feet to Corner No. 3; thence S 52° 09' 18" W 20.02 feet to Corner No. 4; thence N 35° 06' 45" W 90.91 feet to Corner No. 5; thence N 55° 56' E 80.01 feet to Corner No. 6; thence S 35° 06' 45" E 39.00 feet to Corner No. 1, the place of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Alaska by Deed recorded September 8, 1980 in Book 170 at Page 557.

do hereby assign, for good and valuable consideration, and subject to all rents, covenants, and conditions, all right, title, and interest in the above lease to assignee: **Harbor Lights Enterprises, LLC**, whose mailing address is: **1000 Harbor Way, Juneau, AK 99801**, and successors and assigns, for the unexpired term of the above lease, commencing on the date this assignment is executed by the CBJ, and expiring on **March 3, 2022**.


Peter Bernstein

Mary Clare Bernstein
ASSIGNOR(S)

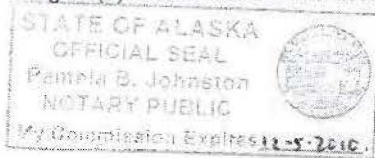
Book 85 Pages 90, inclusive, or Recording Office Serial Number
Juneau Recording District

STATE OF ALASKA

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)ss.
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First Judicial District

THIS IS TO CERTIFY that on this 8th day of May, 2008, before me appeared Peter Bernstein & Mary Elaine Bernstein known to me to be the person(s) named as assignor(s) who executed this assignment and acknowledged voluntarily signing it.



Notary Public
My commission expires: 12-5-2010

The Assignee(s) Assignee(s) Dave Belzak and Gary Patton herein expressly assume(s) the obligation to pay any and all prior or delinquent taxes, liens of any nature, penalties, interest, or any other obligations charged against the property described above and to fulfill all the terms, conditions, and covenants of the lease Lot 3, Block 51 as of the date of this assignment.

ASSIGNEE(S)

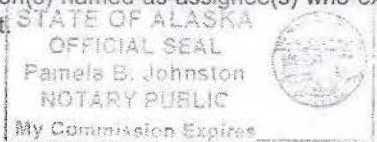
ASSIGNEE'S FED. TAX ID OR SS#

STATE OF ALASKA

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First Judicial District

THIS IS TO CERTIFY that on this 7th day of May, 2008, before me appeared John M. Stone P.E. Port Director of CBJ, known to me to be the person(s) named as assignee(s) who executed this assignment and acknowledged voluntarily signing it.



Notary Public
My commission expires: 12-5-2010

APPROVED:

John M. Stone, P.E. Port Director

MAY 7, 2008
Date

If recorded, return recorded document to (name and address): CBJ Docks and Harbors Department, 155 S. Seward Street, Juneau, Alaska 99801



LEASE

This indenture made this 3rd day of March, 1967, by and between the City of Juneau, Alaska, a municipal corporation, hereinafter called "lessor," and D. C. and Phyllis Langdon dba L & M Enterprises

hereinafter called "lessee,"

WITNESSETH:

WHEREAS, the City of Juneau has offered to lease in accordance with the terms and provisions of JCC 13-3 the following described tidelands located within the City of Juneau, Alaska, more fully described as follows, to wit:

A portion of Lot 3, Block 51, of the Tidelands Addition to the City of Juneau, Alaska, according to the official plat of survey of said addition which plat is a subdivision of Alaska Tidelands Survey No. 3 and is filed in the office of the Recorder for the Juneau Recording District at Juneau, Alaska as Plat No. 347; which portion of Lot 3, Block 51, is more particularly described as follows:

Beginning at Corner No. 1, identical with the most northerly corner of Lot 5, Block 51; thence S 54°53' 15" W 60.00 ft. to Corner No. 2; thence S 35°06'45" E 49.50 ft. to Corner No. 3; thence S 52°09'18" W 20.02 ft. to Corner No. 4; thence N 35°06'45" W 90.91 ft. to Corner No. 5; thence N 55°56' E 80.01 ft. to Corner No. 6; thence S 35°06'45" E 39.00 ft. to Corner No. 1, the place of beginning; containing 4,177.63 square feet, more or less.

and,

WHEREAS, the application and the acts of the applicant are in compliance with the requirements of JCC 13-3,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Lessor does hereby let and lease and lessee does hereby take from the lessor the above-described parcel(s) of tidelands for a period of 55 years commencing on March 3, 1967 and terminating on March 3, 2022. Rents shall be paid by lessee to lessor at its office at Juneau, Alaska, at the following times and in the following amounts, at 6% of the current assessed value annually, according to the schedule in JCC 13-3-12:

4,177.65 square feet appraised at \$.60 per sq. ft. = \$2,506.58
at six per cent (6%) per annum = \$150.39 plus applicable sales tax.

The receipt of the sum of One Hundred Fifty Four and ⁴⁰/100
Dollars for the first installment of rent paid by lessee to lessor is hereby acknowledged by lessor.

2. The tidelands herein leased, for the first five (5) years of this lease shall, by lessor, be appraised at \$.60 per sq. ft., and shall be re-appraised during 1972 and each fifth year thereafter for the purpose of establishing lease rental each fifth year for the subsequent five (5) years of the term hereof, under the norms of JCC 13-3-22.

3. Should any installment or installments of rent or other charges provided for under the terms of this lease be not paid when due, the same shall bear interest at the rate of eight per cent (8%) per annum from the date the same shall become due.

4. During the term of this lease lessee shall pay, in addition to the rents reserved, when due and payable, all taxes, assessments, rates and

imposed generally on lessees, and lessee shall promptly pay or otherwise cause to be discharged any claim resulting or likely to result in a lien, other than a mortgage lien, against said premises, or the improvements placed thereon.

5. Lessee agrees to construct on said property the following improvements:

Marine Service facilities with piling and cap foundation and a structure for housing these facilities, and offices.

Item #6 shall be exempted as progress of development is substantially under way

6. Additional related and allied improvements may be constructed on said property PROVIDED that all requirements of codes and zoning ordinances are met. Lessee has deposited in a special escrow account at the _____ Bank, Juneau, Alaska, the sum of _____

as security, and lessee agrees that said sum shall be paid to lessor as liquidated damages in the event that construction of the improvement(s) referred to above, is not commenced within ninety (90) days of the date of this lease and this lease shall thereupon be regarded as canceled and of naught. Upon notification to said bank by the Building Official of the commencement of construction of said building, the security deposit referred to in this paragraph shall be refunded to the lessee.

7. The premises hereby leased shall be used for the sole purpose of constructing and operating a Marine Service and related, allied activities and for no other purposes, except when approved in writing by lessor.

8. Lessee will, during the demised term, at his own cost, cause to be kept said premises and any improvements and structures thereon in good repair and in a safe, clean, healthy and wholesome condition, and in accordance to law and ordinances, and keep snow and ice from the sidewalks abutting said premises; and shall be liable to and promptly pay lessor for any waste or injury to the demised premises.

9. Should lessee default in the performance or observance of any of the terms, agreements, covenants or conditions herein, and such default shall continue for thirty (30) days after service of written notice thereof by lessor, at its discretion lessor shall subject lessee to appropriate legal action, including, but not limited to, forfeiture of this lease.

10. Should this lease be canceled or forfeited for cause, the holder or owner of a properly recorded mortgage, conditional assignment or collateral assignment will have the option within sixty (60) days of such cancellation or forfeiture to acquire the lease for the unexpired term, subject to the same terms and conditions herein contained.

11. Notice of default shall be made upon lessee by lessor by registered mail to D. C. and Phyllis Langdon dba L & M Enterprises business address in Box 2538 Juneau, Alaska,
i.e., _____,

and copies thereof shall be similarly mailed to all lien holders of record. Any notice of demand, which under the terms of this lease or any statute or ordinance must be given or made by the parties hereto, shall be in writing

party at the following addresses:

(lessor)
Office of the Clerk
City of Juneau
155 South Seward Street
Juneau, Alaska

(lessee)
D. C. and Phyllis Langdon
Box 2538
Juneau, Alaska

Either party may designate in writing such new or other address to which such 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 post office enclosed in a registered or certified postage prepaid wrapper or envelope addressed as hereinabove provided.

12. Should the lease be terminated as hereinabove provided, or by legal proceedings, summary or otherwise, or by abandonment by lessee during the term hereof, lessor by its agents, servants or representatives may thereupon or any time thereafter re-enter and resume possession of said land, and remove all persons and property therefrom by suitable action or proceeding at law without being liable for any damages therefor.

13. Upon the termination of the lease upon default or breach of lessee the rental last paid by lessee shall be forfeited and retained by lessor as partial liquidated damages for said breach or default.

14. The receipt of rent by the lessor with knowledge of any breach of the lease by the lessee or of any default on the part of the lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed to be a waiver of any provision of the lease. No failure on the part of the lessor to enforce any covenant or provision therein contained, nor any waiver of any right thereunder by the lessor unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the lessor to enforce the same in the event of any subsequent breach of default. The receipt by the lessor of any rent or any other sum of money after

giving by the lessor 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 of termination as may have been given thereunder by the lessor to the lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the lessor.

15. Upon expiration of the term of this lease, or upon sooner termination as hereinabove provided, lessee hereby agrees to peaceably and quietly leave, surrender and yield up unto lessor the demised premises. If lessee complies with each and every term and condition of this lease, lessor warrants and covenants that lessee shall have the quiet and peaceable possession and enjoyment of the leased premises for the term herein specified.

16. Lessee may apply by written application delivered to lessor not less than thirty (30) days prior to the termination of this lease, and not more than sixty (60) days prior thereto for renewal of the lease in accordance with the provision of JOC 13-3. Such application for renewal of the lease shall be on forms to be provided by lessor, and lessee shall certify under oath as to the character and value of all improvements existing on the lands, properties or interests therein, the purpose for which it desires a renewal lease and such other information as the City Building Official may require. A fifty dollar (\$50.00) deposit shall be made at the time of filing the application for renewal of lease. The Building Official thereupon may lease said lands in compliance with JOC 13-3, with a preference being allowed the lessee hereunder if all other pertinent factors are substantially equivalent. For the purpose of this section the date that the application for the renewal of lease is presented to the office of the Building Official, as evidenced by the date stamped thereon, whether delivered or forwarded by

17. Any improvements and/or chattels belonging to the lessee or placed on the leased premises during the lessee's tenure with or without his permission and remaining upon the premises after the termination date of the lease, shall entitle the lessor to charge a reasonable rent therefor. Fill placed upon the leased premises shall not be regarded as a removable improvement.

18. The lessee shall comply with all regulations or ordinances which the proper public authority in its discretion shall promulgate for the promotion of sanitation, or any other legitimate municipal public purpose. The premises of the lease shall be kept in a neat, clean and sanitary condition, and there shall be no pollution of waters.

19. The premises leased herein shall be utilized in accordance with any applicable building or zoning codes and ordinances now or hereafter enacted. The lessee shall allow authorized representatives of the lessor to enter upon the leased land for inspection at any reasonable time.

20. Lessor expressly reserves the right to grant or to take easements or rights-of-way across the demised premises for any public municipal purpose, whereupon the parties hereto agree that lessee's damages therefor shall be limited to improvements owned by lessee and shall be determined by fair market value.

21. Lessee hereby agrees to indemnify and save lessor harmless from any claim or liability for damages to property or injury to persons arising out of lessee's use and occupancy of the premises herein demised.

22. This lease shall be subject to all of the applicable terms and conditions of JCC 13-3, which terms and conditions are incorporated by reference as fully as though set forth herein.

23. This lease shall be binding on the successors and assigns of the

IN WITNESS WHEREOF the lessor and lessee have caused this lease to be executed and their respective seals affixed, this 3rd day of March, 1967, at Juneau, Alaska.

CITY OF JUNEAU, ALASKA

B.

Its Mayor

ATTEST:

Its Clerk

(CORPORATE SEAL)

LESSEE

By

Its

ATTEST:

Its

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on this 3rd day of March, 1967
appeared _____ and

of J. C. Langdon to me known and known to me to
 (lessee)
be the persons they represent themselves to be, who acknowledged to me that
they executed the foregoing instrument as the free act and deed of the
_____ (lessee)
for the purposes therein mentioned, being fully
authorized to do so.

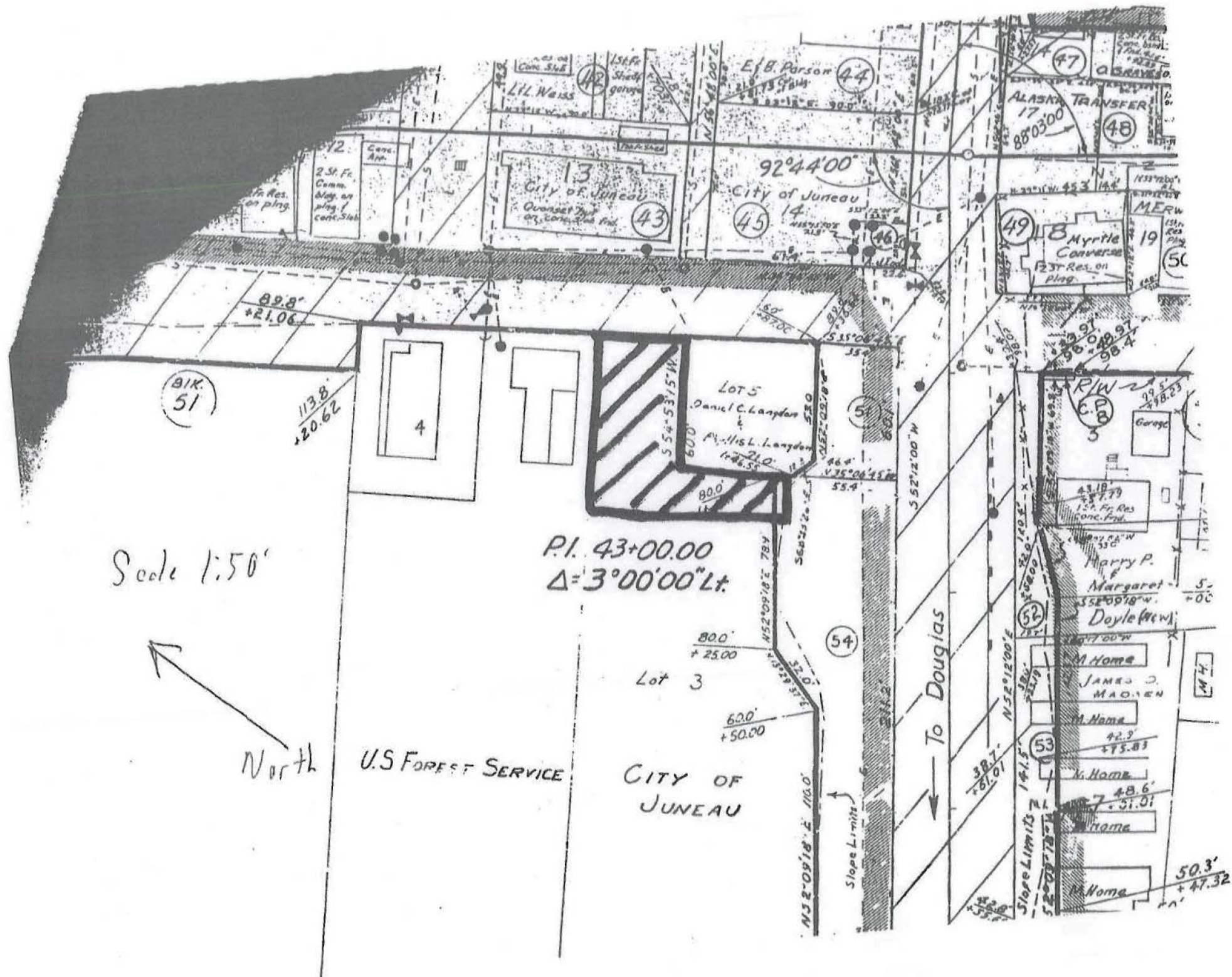
WITNESS my hand and official seal the day and year in this certificate
first above written.

Janet R. Hewitt
Notary Public for Alaska
My commission expires: 8 Nov. 1969

ACKNOWLEDGEMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 3rd day of March, 1967
before the undersigned, a Notary Public in and for the State of Alaska, duly
commissioned and sworn, appeared L. S. Parker and E. Strickland
to me known and known to me to be the persons they represent themselves to be
and the Mayor and City Clerk respectively of the City of Juneau, who acknow-
ledged to me that they executed the foregoing instrument as the free act and
deed of the City of Juneau for the purposes therein mentioned, being fully
authorized to do so.



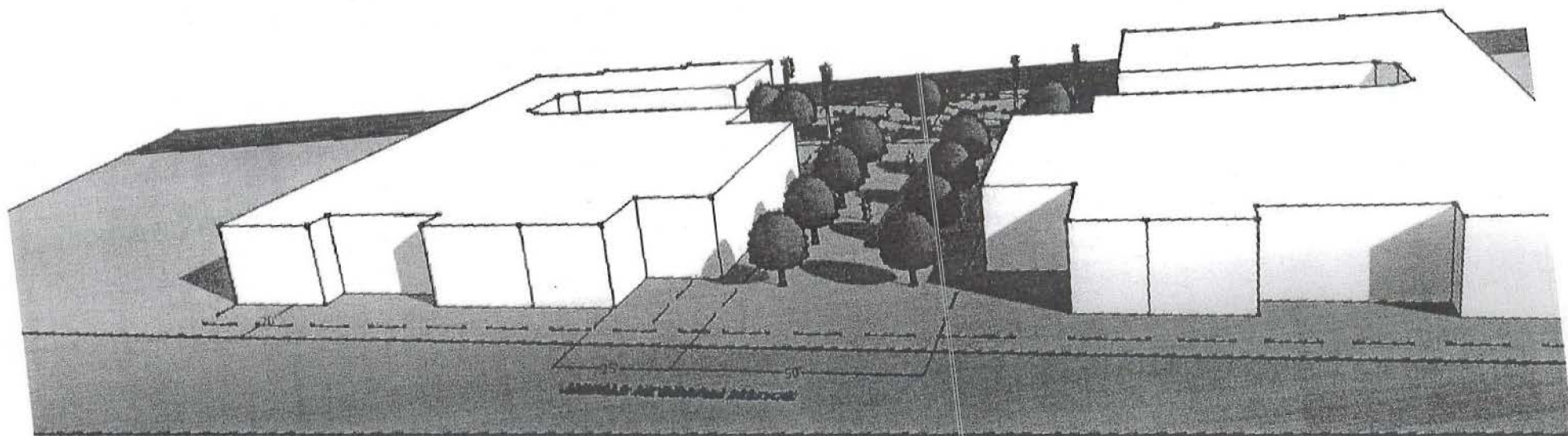
***USS Juneau* Memorial Design Narrative**

The *USS Juneau* (CL-52) was an American Atlanta-class light cruiser sunk at the Naval Battle of Guadalcanal by the Imperial Japanese Navy on November 13th, 1942. The sinking of the *USS Juneau* resulted in loss of nearly 700 crewmen, including the five Sullivan brothers from Waterloo, Iowa. More than 100 sailors had survived the sinking but were left to fend for themselves for eight days before rescue arrived. While awaiting rescue, all but 10 died from the elements and shark attacks.

The battle of Guadalcanal and the loss of the *USS Juneau* is one of the most famous Allied naval battle stories. The new memorial for the *USS Juneau* helps recreate the battle, tell the stories, and pays respect to those lost in combat, especially those of the *USS Juneau*. This new memorial is not a typical brass plaque and flagpole but rather a multi-function pedestrian open space that provides interpretation and discovery by moving through the landscape. The memorial is rich in symbolism and creates a space that meets the needs of visitors and residents on Juneau's waterfront.

The new memorial is comprised of a large flat open plaza. Large granite cubes dot the perimeter of the plaza and represent the fourteen ships of the Imperial Japanese Navy and the thirteen Allied ships of the United States Navy involved in the battle. Each block, ranging in size from 18 inches to 48 inches, is sized based on the class of the ship and two different colors of granite are used to represent the two sides involved in the battle. The name of each ship, its class, and nationality flag will be engraved on the top of each block. Ships that were lost in battle are flush with the memorial plaza, those damaged will have scarring on the blocks, and those that were undamaged will be the tallest with a height of twenty-four inches above the plaza level. In the center of the plaza is the granite cube representing the *USS Juneau* flanked by the Japanese submarine I-26 block which sank the *USS Juneau*. Surrounding the *USS Juneau* block are ten circular pavers (life rings) representing the ten survivors of the sinking. The plaza has a water (ocean) paving pattern and will include 687 pavers for each of the sailors lost on the *USS Juneau*. Four brass stars will be set in the plaza above the *USS Juneau* block to represent the four battle stars the ship received during its short service. The back of the plaza is lined by five oak trees, the state tree of Iowa, and represents the five Sullivan brothers lost with the *USS Juneau*. Four flagpoles fly the colors of the United States, United States Navy, State of Alaska, and City and Borough of Juneau.

Simple interpretive panels will help tell the story but it is the intent that much of the story is told through discovery by walking through the memorial plaza and the symbolism that makes up the memorial. The blocks representing the ships will be of varying height and will also serve as seating opportunities for those that wish to use the open space for contemplation or enjoying a sunny day on Juneau's waterfront.

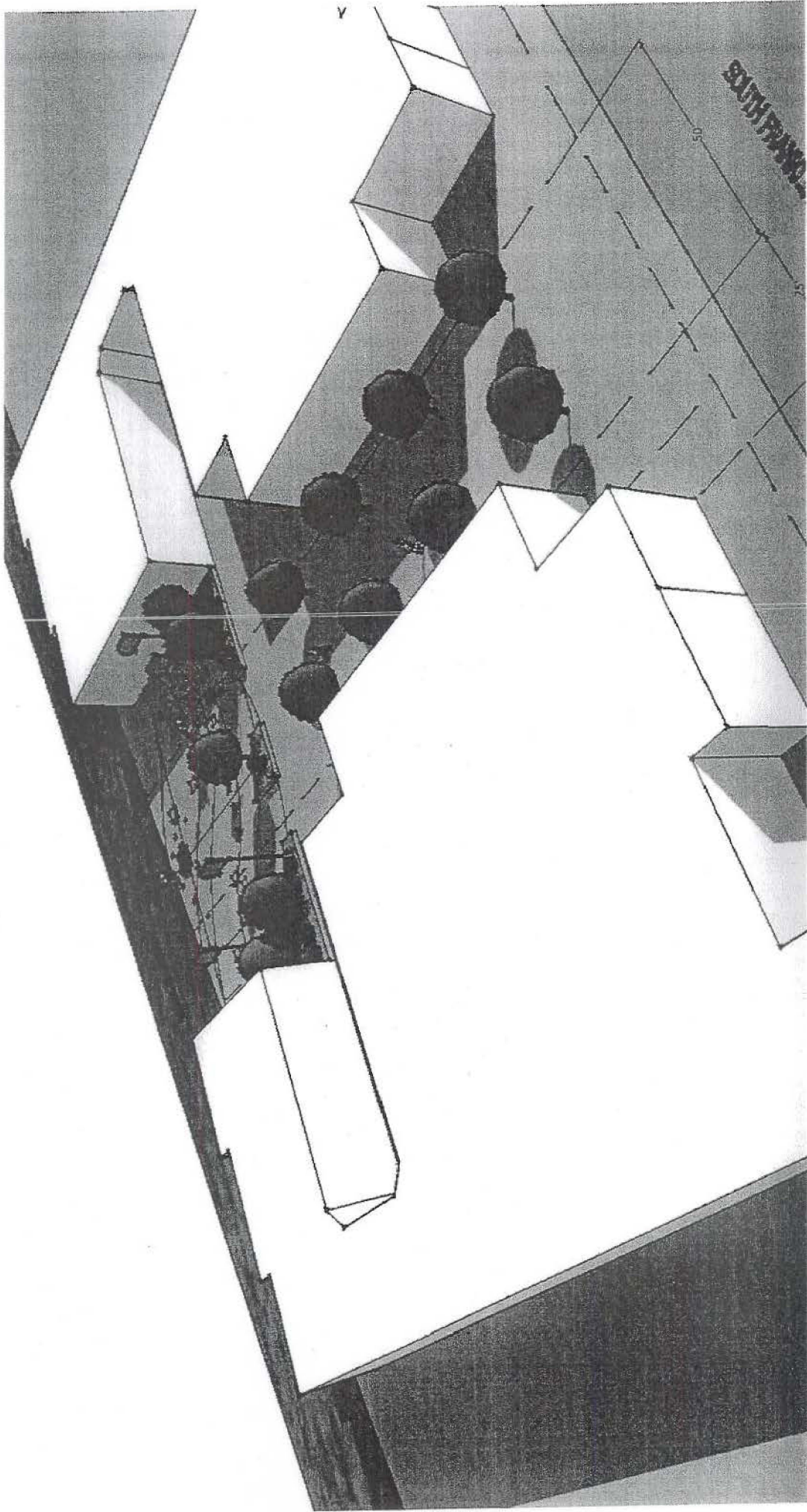


USS JUNEAU MEMORIAL CONCEPTUAL DESIGN
PORT OF JUNEAU

Jensen
Yorba
Lott
Inc.

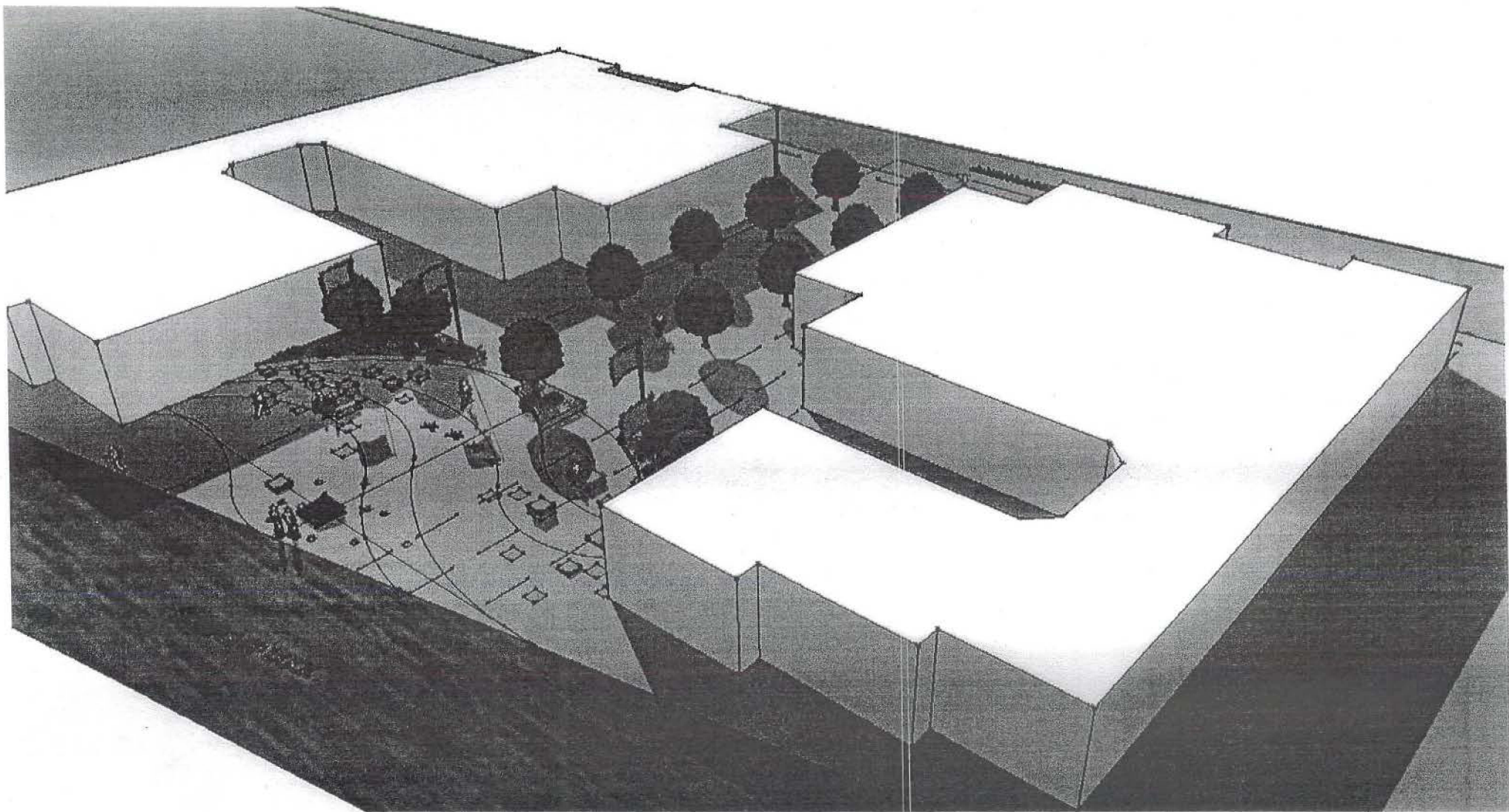
ARCHITECTURE
 INTERIORS
 LANDSCAPE
 ARCHITECTURE

127 West 1st Street, Suite 1000, Juneau, Alaska 99801
 Phone: 907.586.1000, www.jensenyorbott.com



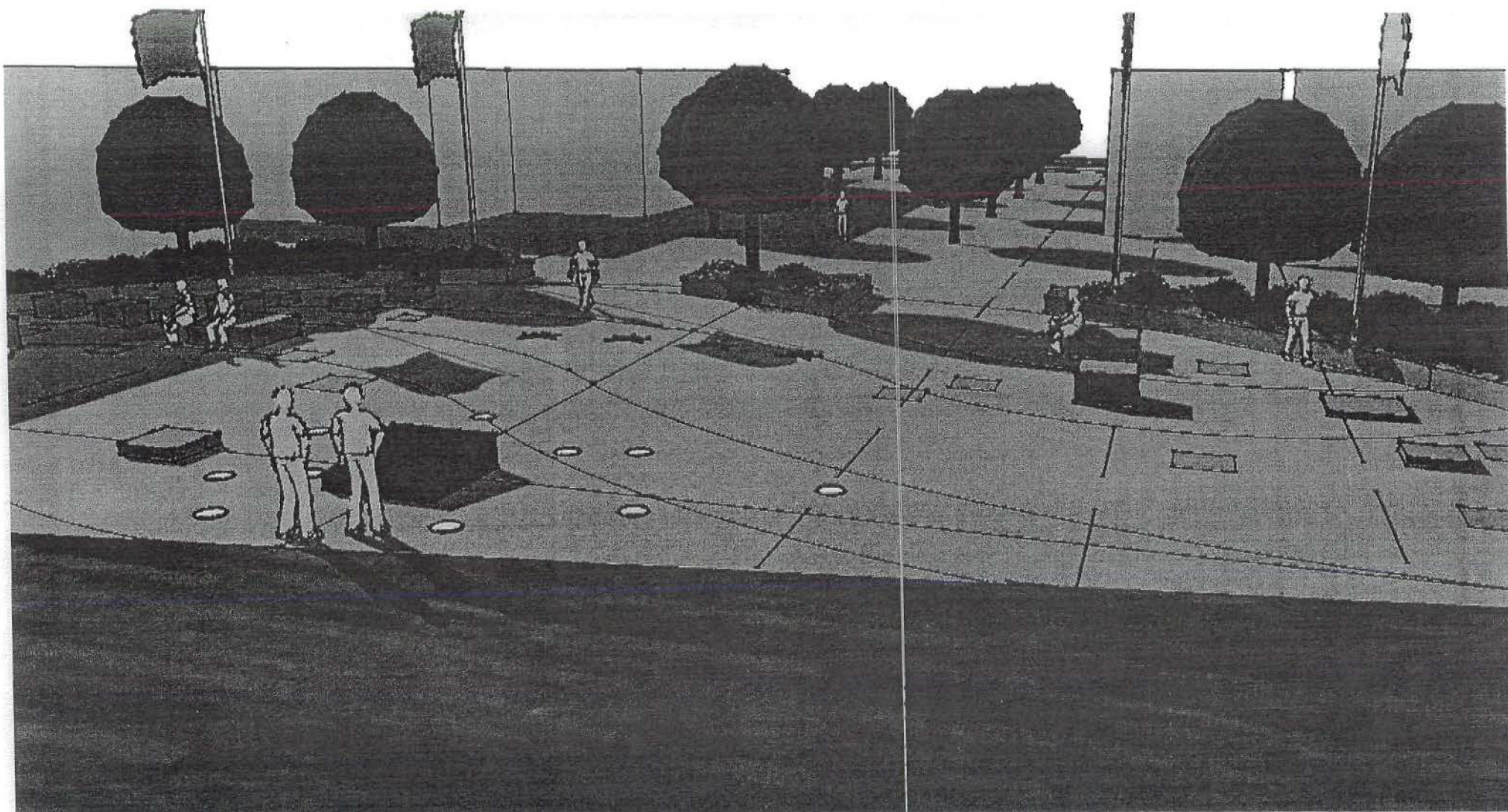
USS JUNEAU MEMORIAL CONCEPTUAL DESIGN PORT OF JUNEAU

Jensen
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Lott
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 INTERIORS
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 PLANNING
 1000 10th Avenue, Suite 100
 Juneau, Alaska 99801
 Phone: (907) 586-0000 Fax: (907) 586-0001



USS JUNEAU MEMORIAL CONCEPTUAL DESIGN
PORT OF JUNEAU

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Yorba  INTERIORS
Lott  LANDSCAPE
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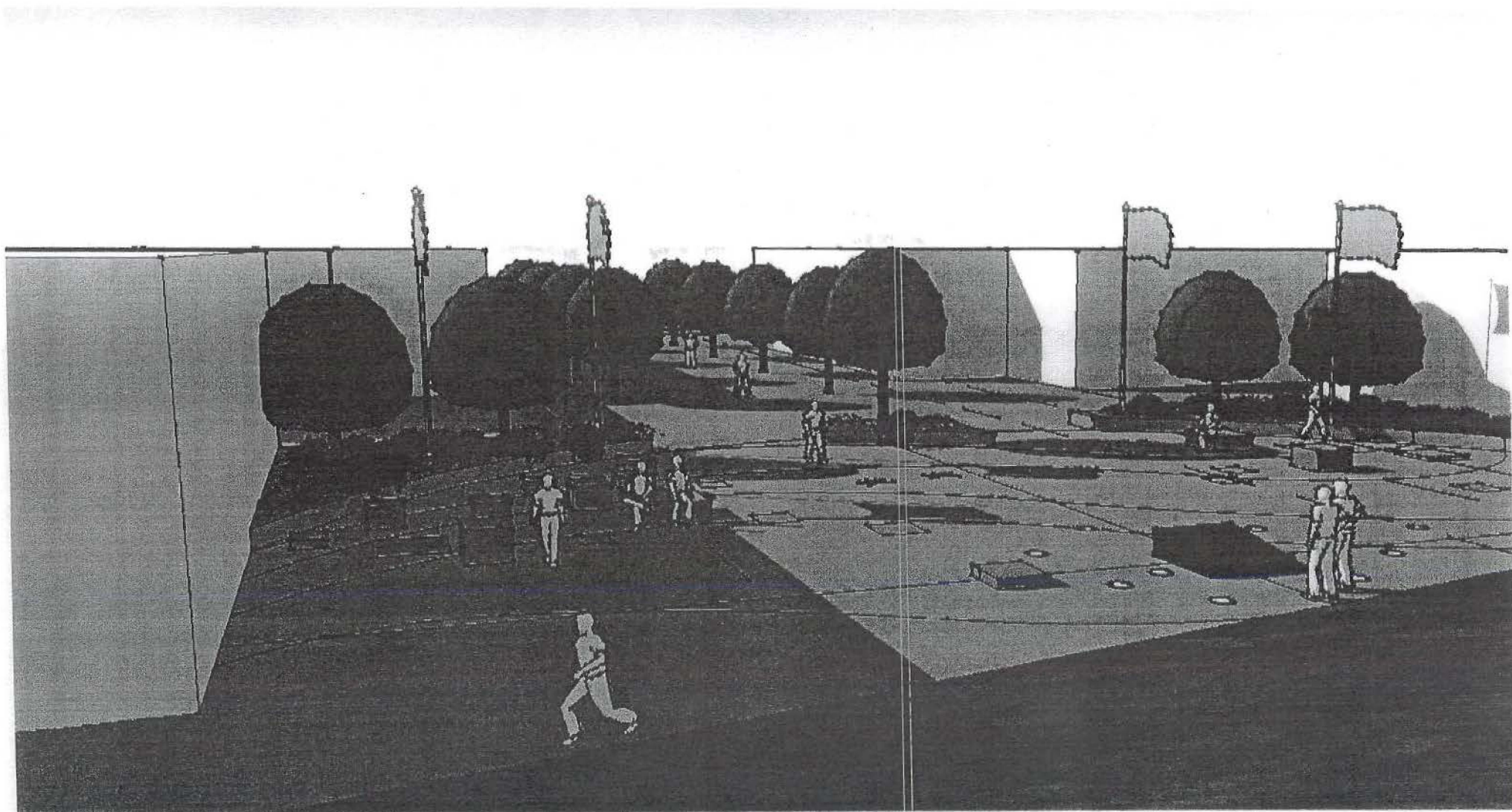


USS JUNEAU MEMORIAL CONCEPTUAL DESIGN
PORT OF JUNEAU

Jensen
Yorba
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Inc.

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INTERIORS
LANDSCAPE
ARCHITECTURE

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Phone: 303.755.1075 Fax: 303.755.1076



USS JUNEAU MEMORIAL CONCEPTUAL DESIGN
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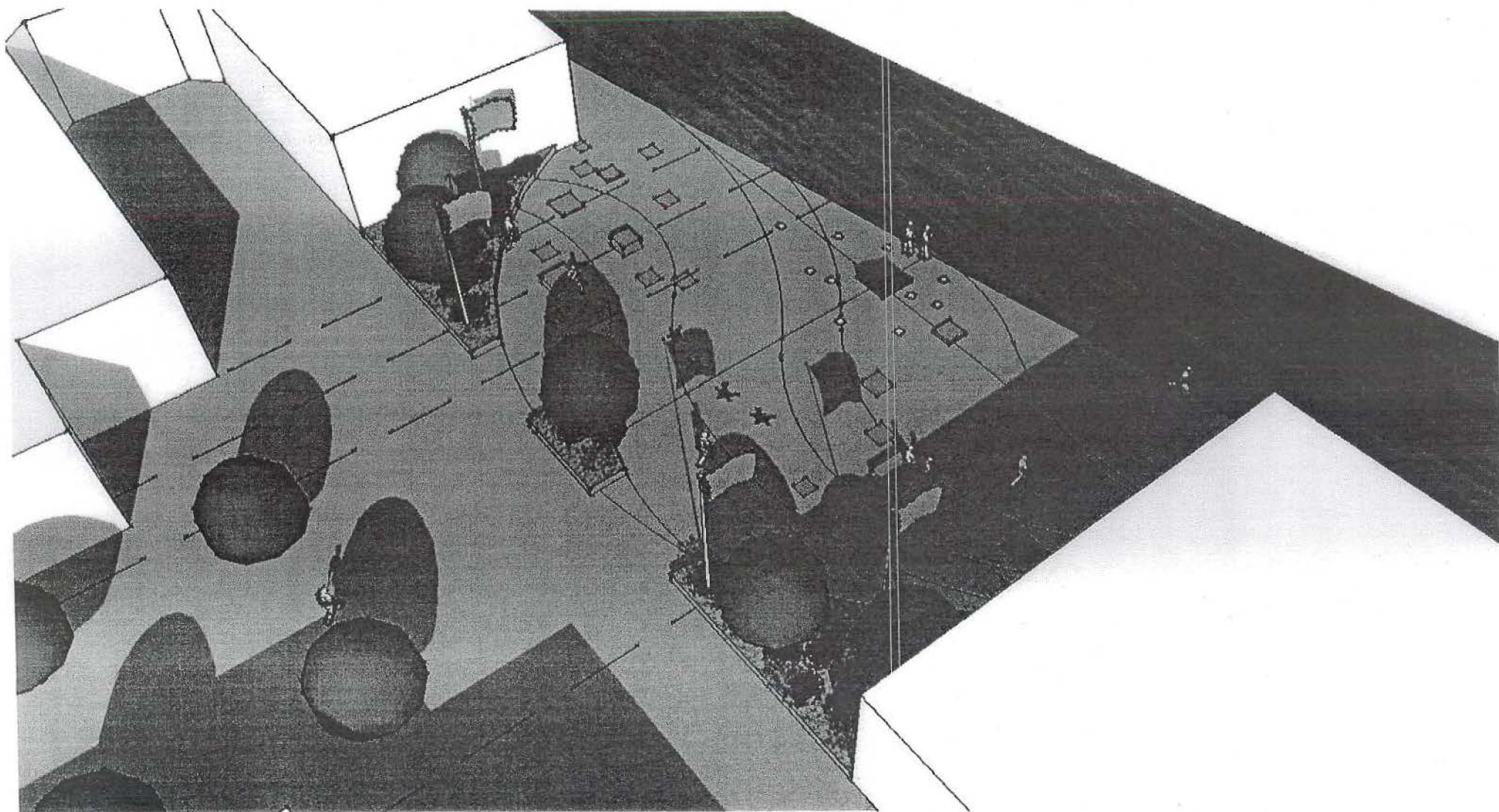
500 West 10th Street, Suite 1000, Juneau, Alaska 99801
 Phone: 907/586-1771, Fax: 907/586-1772, www.jensenyorbap.com



**Jensen
Yorba
Lott**
Inc.

ARCHITECTURE
INTERIORS
LANDSCAPE
ARCHITECTURE

122 West 84th Street, New York, NY 10024
Phone: 212/555-1212, 212/555-1213 (toll-free)



USS JUNEAU MEMORIAL CONCEPTUAL DESIGN
PORT OF JUNEAU

Jensen
Yorba
Lott
Inc.

ARCHITECTURE
INTERIORS
LANDSCAPE
ART & DESIGN

122 West 10th Street, Suite 1000, Juneau, Alaska 99801
Phone: 907.586.1234 Fax: 907.586.1235

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

Project	Status	Schedule	Contractor	Notes
Auke Bay Loading Facility - Phase I	Construction	Complete 8/20/09	Trucano	Completing final close out
Conveyance - ADNR Land - Facility	Submitted	Spring 2010		Awaiting action from DNR
Conveyance - ADNR Land - Mitigation	Submitted	Spring 2010		Preparing supplemental info requested by DNR
Auke Bay Loading Facility - Phase II				
TIGER Grant Application	Awarded	Feb 17, 2010		Awaiting contract
Douglas Floating Breakwater Installation	Hold	Fall 2010	TBD	Corps will install
Old Douglas Harbor Reconstruction	Hold			
Permitting	Hold	Spring 2010	PND	Awaiting EPA Response
Final Engineering and Design	Design	Spring 2010	PND	Hold for permit
Statter Harbor Improvements				
EA Process	In Progress	Spring 2010	PND	EA Document out for public review until May 17
Conveyance - DNR Property at Glacier	In Progress	Spring 2010		Survey in progress
Conveyance - DNR Tideland	In Progress	Spring 2010		Application Submitted
Acquisition - Lehnhart Property	In Progress	Spring 2010		Awaiting closing process
Acquisition - Park Property	In Progress	Spring 2010		PRAC approved - awaiting Lands review
Permitting	Hold	Spring 2010	PND	Awaiting EA completion
Final Engineering and Design	Hold	Summer 2010	PND	Awaiting EA completion
Begin Construction		Spring 2011	TBD	Awaiting full funding
Municipal Harbor Matching Grant	Submitted	July 1, 2009	PND	Legislative approval (\$5M) - awaiting Gov's signature
Cruise Ship Dock Reconfiguration/Repair	Hold		PND	Legislative approval (\$8.8m) - awaiting Gov's signature
Port-Customs-Visitor Center Project	Bidding	April 21, 2010	JYL Architects	Bids on June 10, 2010
Port Repair and Major Maintenance				
Transfer Bridge Maintenance	Hold		PND	Awaiting Inspection Report
Transfer Bridge Inspection	In Progress	Apr 27, 2009	PND	Awaiting report
Cathodic Protection	Design	Summer 2010	Norton Corrosion	Joint with Engineering (parking garage)
Harbor Upland Improvements	Construction	Spring 2010	Admiralty Const.	Ready to begin
North Douglas Boarding Float	Construction	June 15, 2010	Moeser	Alpine Lumber & Building Products
Aurora Harbor Reconfiguration	Planning	Spring 2010	PND	Concept plans in progress
Taku Fisheries Dock Expansion	Planning	Spring 2010	PND	
Miscellaneous - Small Projects				
Norway Point Net Float	Design	Plans Complete		No funds to construct - Est. \$50K+/-
Archie Van Winkle Memorial	In Progress			Transfer to City
Vendor Booths	In Progress	June 7, 2010	Silverbow	