

CBJ DOCKS & HARBORS BOARD
OPERATIONS/PLANNING COMMITTEE MEETING AGENDA
For Wednesday, February 20th, 2019

- I. Call to Order** (5:00 p.m. at CBJ Assembly Chambers)
- II. Roll Call** Don Etheridge, Bob Janes, Budd Simpson, David McCasland, James Becker, Bob Wostmann, Mark Ridgway and Weston Eiler.

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED

- IV. Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total)
- V. Approval of Wednesday, January 23rd, 2019 Operations/Planning Meetings Minutes**

VI. Consent Agenda - None

VII. Unfinished Business

1. People's Wharf Lease Amendment
Presentation by the Port Director

Committee Discussion

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE PROPOSED LEASE LANGUAGE TO AMEND PEOPLE'S WHARF LEASE TO INCLUDE AN ADDITIONAL 705 SF.

VIII. New Business

1. Alaska Memories Enterprise, LLC (dba Nordic Tug Charters) Sublease Renewal Application
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

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MOTION: TO APPROVE A THREE YEAR EXTENSION TO THE SUB-LEASE WITH ALASKA MEMORIES ENTERPRISE, LLC (dba NORDIC TUG CHARTERS)

2. CPI (Consumer Price Index) Rate Increases
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

MOTION: TO APPROVE RATES ADJUSTED BY THE ANCHORAGE CONSUMER PRICE INDEX (CPI)

IX. Items for Information/Discussion

1. Self Rescue Ladders
<https://www.robsonforensic.com/articles/marina-drowning-expert-witness/>
Presentation by the Port Director

Committee Discussion/Public Comment

X. Staff & Member Reports

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, March 20th, 2019.**

XII. Adjournment

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I. Call to Order

Mr. Eiler called the meeting to order at 6:52 pm in the CBJ Assembly Chambers.

II. Roll Call

The following members were present: Don Etheridge, Bob Janes, Bud Simpson, David McCasland, Bob Wostmann, Mark Ridgway, and Weston Eiler.

Absent: Jim Becker

Also present: Carl Uchytel – Port Director, Gary Gillette – Port Engineer, David Borg – Harbormaster, and Matthew Creswell – Deputy Harbormaster.

III. Approval of Agenda

Mr. Uchytel said under New Business, the motion on Page 2 needed to be corrected to 0.50 Harbor Officer and 0.50 Harbor Technician.

Mr. Eiler that without objection the motion will reflect that correction.

MOTION By MR. RIDGWAY: TO APPROVE THE AGENDA AS AMENDED BY THE PORT DIRECTOR AND ASKED UNANIMOUS CONSENT.

Motion passed with no objection.

IV. Public Participation on Non-Agenda Items – None

V. Approval of Wednesday, November 14th, 2018 Operations/Planning Meetings Minutes.

Hearing no objection, the minutes from November 14th, 2018 were approved as presented.

VI. Approval of Wednesday, December 12th, 2018 Operations/Planning Meetings Minutes.

Hearing no objection, the minutes from December 12th, 2018 were approved as presented.

VII. Consent Agenda - None

VIII. Unfinished Business - None

IX. New Business

1. Bill Heumann/Tracy's Crab Shack Lease

Mr. Uchytel said this is the third year in a row this has been a topic before the board. This is a request from Mr. Heumann who owns People's Wharf and he rents space to Tracy's Crab Shack. This is a contentious event. The challenge is whether this request is a de minimis use of public space and the best interest of Docks & Harbors? The last two years

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this permit was issued under a code use permit for Mr. Heumann to use 62SF. Mr. Uchtyl talked about the highlights of appropriate uses of a Use Permit which are for less than one year, non-consumptive uses, and when an application is pending for an easement or lease. He said we should not reissue a permit but go to a lease type of an arrangement if this is what the Committee wants to do. Two years ago this 62SF area property was appraised at \$22.00SF or \$114.00 per month for the cruise ship season which Mr. Heumann paid the appraisal cost and posted a bond. Mr. Uchtyl said Mr. Heumann was also required to remove the propane tanks and improvements to the corner of the building and get a CSP from the Planning Commission. At the same time, the Assembly established a Right of Way (ROW) Ordinance which allows certain ROW use for selling food and beverages. This ROW permit is managed by the City Manager and requires an application fee which allows for up to 500 SF and no permanent structure is allowed. This Ordinance was just recently extended to 2021. Last year we extended Mr. Heumann's Use Permit from the previous year and used the same appraisal amount. Staff also recommended changes to the loading and unloading area due to Tracy's Crab Shack personnel misusing it. For 2019 Mr. Heumann is asking for an additional 227SF for outdoor seating. This is not universally accepted by all the brick and mortar store owners' downtown. Should this move forward it should be a lease amendment type of agreement?

Committee Questions

Mr. Ridgway asked what the significant contentious issues are.

Mr. Uchtyl said some brick and mortar stores feel this is a public area and should remain a public area and not be leased and under control of adjacent property owners.

Mr. Ridgway asked if this was also regarding the 62SF.

Mr. Uchtyl said yes.

Mr. Ridgway asked if Docks & Harbors has the food cart leases in Marine Park.

Mr. Uchtyl said Parks & Rec issues the permits for the food carts in Marine Park.

Mr. Wostmann asked of the objection from the brick and mortar store owners, is it a principle objection or do they feel their business is being impacted by the sidewalk being blocked?

Mr. Uchtyl said they would say Tracy's is benefitting with Docks & Harbors issuing more lands to expand their business and it won't allow for others who are competing.

Mr. Wostmann asked if the small space outside the corner of the building is where the food is cooked?

Mr. Uchtyl said yes and this has been another issue with other store owners that this building itself is not conducive as a restaurant and therefore cooking the crab outside they don't have to invest in vents for inside.

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Mr. Eiler asked if that was unusual for other downtown restaurants including brick and mortar establishments.

Mr. Uchytel said he is unsure.

Mr. Etheridge asked how many leases Docks & Harbors manages downtown.

Mr. Uchytel said he will need to bring that information back to the Committee.

Mr. Eiler asked staff to present information on downtown leases to the Board at a future meeting.

Mr. Ridgway asked the difference between the brick & mortar and this lease?

Mr. Uchytel said he is using brick & mortar for what he hears from the other side of the conversation.

Mr. Ridgway asked if this is an issue with people who own commercial property or people who operate the same type of business?

Mr. Uchytel said he will try to make sure people who have brought issues forward will attend future meetings on this topic.

Mr. Etheridge said the last time this issue was discussed; there were restaurant and other business owners along the waterfront that said if that was going to be leased they wanted to lease it also. There was a variety of people attending the meeting. The Committee worked on a policy for lease arrangements but didn't come up with a final document.

Mr. Eiler asked if the expansion Mr. Heumann is requesting is the main impetus for needing a formal lease arrangement, or if there is a problem with the status quo arrangement?

Mr. Uchytel said this permit is a temporary process and the request should go to a lease.

Mr. Eiler asked if the Committee does move toward a lease, is the ground work in place for Mr. Heumann to operate during the 2019 season?

Mr. Uchytel said depending on how the Committee wants to move forward, the most cumbersome thing would be getting an appraisal. It stipulates in ordinance there needs to be an appraisal within 60 days of the lease, but the Law Department or Assembly could say to use the last appraisal which is two years old.

Public Comment-

Bill Heumann, Juneau, AK

Mr. Heumann said he is the owner of the building and he can fill in the "why" certain business owners may not want this lease. He said he purchased his building in 1984 which was a 100 year old building. In 2007 he was approached by the City to tear down his building and rebuild it which was to be in conjunction with the seawalk project. This was an early informal private/public partnership. At the time when he tore down his old building he owed \$250,000 and after the new building was built he owed \$3M. He said

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through various changes with the seawalk and docks, he lost both of his tenants at the same time. Two years ago, Tracy lost her space she was using for Tracy's Crab Shack through Reecia Wilson and she wanted to use my space and he said he worked to accommodate that. He has had to deal with two CBJ Departments. The front cooking area and the propane tanks is with Docks & Harbors and the outdoor seating area is with the City Manager. He said there has been no controversy at all when taking the outside seating request to the Assembly and had unanimous vote, but there is controversy when we went to Docks & Harbors. He feels he has a right to some accommodations because he made this investment and then things changed on the seawalk. As things changed, so did the foot traffic and that is when his tenants left. Three years ago, he would have said the seawalk was a failure because the foot traffic was not going on the seawalk but since the new docks, the foot traffic is back on the seawalk. He said he bought this property in 1984 in poor condition and anyone could have purchased it and anyone can buy it right now if they pay the right price for it. The area he is requesting is connected to his building. He said Tracy's Crab Shack is somehow compared to a Food Cart, but this business does several million dollars a year and employs 40 plus employees. This is a substantial operation and contributes a lot of revenue and not a Food Cart type of operation. He said there is a strong competitive force in the restaurant industry.

Mr. Eiler stated this background is helpful, but asked Mr. Heumann to speak to his letter to the Committee and what he is asking of the Board.

Mr. Heumann said this is only 62SF and the lease makes sense.

Mr. Ridgway asked Mr. Heumann if in 1984 when he had the public/private venture, did he have a written agreement for the future right to other property?

Mr. Heumann said no, it was an informal arrangement and nothing in writing.

Mr. Ridgway asked if he had an easement?

Mr. Heumann said no.

Mr. Eiler asked if he had considered investigating an internal kitchen commercial style restaurant?

Mr. Heumann said that could be done, but Tracy has opened up her business in another location and he would need a more sustainable arrangement but he knows his space is at a premium.

Mr. Eiler asked if he has talked with the City Manager about what would be needed to make this a more sustainable location and business arrangement?

Mr. Heumann said he is familiar with leases and this could be done under a CBJ lease.

Mr. Ridgway asked if he has ever been offered other Docks & Harbors lands to lease.

Mr. Heumann said not downtown but in Auke Bay in front of the Bay View Apartments and he gave it back. He was never offered anything more downtown.

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Dennis Watson, Juneau, AK

Mr. Watson said initially when the first discussion started on this lease and it was going to be bumped into the street, he was not happy. He said this use permit area has proven to be beneficial to the landlord and has not impacted the public. When the Archipelago lot sat for years without anything, the property manager made a good decision to allow Food Carts. He was on the Planning Commission at the time and the people on the Commission were blamed for letting Food Carts on that land because they were competing with brick and mortar. This is an old argument that comes down to competition. The Food Carts survived and he didn't see any restaurants closing downtown. A lease is important and locks the landlord into paying for that space whether it is leased or not. The brick & mortar buildings board their buildings up in the winter but they pay their lease year around. He said this lease should be paid year around.

He said he was disappointed with Board members asking the Port Director to speak during the questioning.

Committee Discussion/Action

Mr. Wostmann said he is uncertain this is the right decision. He would like other similar lease information and other merchant public input.

Mr. Janes said the Committee might not find the right answer. He said he supports this lease area and the included extra space. He would like to see this moved forward for a lease. He said he supports making a motion to approve the lease and addition and let that vet out in the next meeting.

Mr. Ridgway said he wants to be equitable, fair and there has been a lot of time spent on this issue. He does not see in anyway this will impede foot traffic and if it does in the future we should put that in the lease that we can cancel it if it does. He does not want to get in the middle of two businesses in competition. He sees this as minimal amount of space adjacent to an existing building and they should have preferential rights. He would like to work on a Docks & Harbors policy to give direction so we don't get in this situation again. He recommends a lease but would like to review the lease and lease rate before it is final.

MOTION By MR. JANES: TRACY'S CRAB SHACK LEASE BE DEVELOPED TO INCLUDE THE 250SF OF SEATING AREA AND 62SF OF CRAB POT COOKING AREA AND PASS THE LEASE ONTO THE FULL BOARD FOR REVIEW AND ASK FOR UNANIMOUS CONSENT.

Mr. Eiler requested to amend the motion to remove "Tracy's Crab Shack" and substitute the "People's Wharf Tideland" lease.

MOTION By MR. JANES: PEOPLE'S WHARF LEASE AMENDMENT BE DEVELOPED TO INCLUDE THE 250SF OF SEATING AREA AND 62SF OF CRAB POT COOKING AREA AND PASS THE LEASE ONTO THE FULL BOARD FOR REVIEW AND ASK FOR UNANIMOUS CONSENT.

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Mr. Eiler said as there is an extension for this business matter; he entered an objection as chair and asked staff to call the role.

Mr. Etheridge – Yes

Mr. Wostmann – Yes

Mr. Janes – Yes

Mr. McCasland – Yes

Mr. Simpson – Abstain

Mr. Ridgway – Yes

Mr. Eiler – Yes

Motion passed with 6 Yes

2. Additional Seasonal Port Harbor Officer and Port Harbor Technician FTE

Mr. Uchytel said on page 49 in the packet is the background for this request. He said this was heard at the November Board meeting and not October like in the memo. This is a modest request due to the increase in passengers, trash, and the demands in our security facility plan. The difference between the Officer and Technician positions is that an Officer can write tickets. These positions will be a full time benefitted seasonal position with both at a .50 FTE. He said these two additional positions will reduce overtime that our staff is seeing and help meet the staffing needs for this summer.

Mr. Uchytel said another issue is the Coast Guard is looking at imposing new regulation as early as this year. He said staff has been in discussion with the Coast Guard about the new regulation which would add additional screening measures similar to TSA screening. He wants the Board to be aware there is a potential for more staff. On page 52 is the estimated cost for the additional staff needs if the Coast Guard implements the additional screening measures for Juneau. Staff will continue discussion with the Coast Guard and push back on the additional screening measures.

Committee Questions-

Mr. Eiler asked if there was a need for a motion and action on this item tonight, or could we wait until after discussion with the Coast Guard.

Mr. Uchytel said because of the budget cycle, he would like some confirmation from the Board that the two additional staff members are appropriate at this time. Our budget needs to be submitted to Finance by February 15th. He said because of the Judge Holland ruling, we may be using some of our non-cruise passenger dock funds to pay for crossing guards. Those decisions will be discussed at the February 6th Assembly Finance Committee as far as what to do and how to move the funds around. There is a possibility that there could be other major changes to our budget from now to April where we present to the Assembly and the Assembly adopts our budget.

Mr. Wostmann asked why Docks & Harbors is responsible for the security at all when the cruise ship staff is checking ID's at the bottom of the gangway. Why has the security check been moved to the top of the gangway?

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Mr. Uchytel said pre 16B, he was hoping the new dock configuration would make staff involvement less and a need for less staffing. However, the Coast Guard in the process to approve a new Facility Security Plan, has taken a stance that they need this pre-check ahead of the passengers entering the skin of the ship. This is a Coast Guard mandated position they have taken. He asked Mr. Borg if the Coast Guard allows the ship security officer to be on our dock.

Mr. Borg said we discussed this after the CT dock was finished and we had ship personnel move up to the top of the ramp which worked well for two companies but the third said it was not their responsibility and would not do that. We found out based on our Facility Security Plan, the ship personnel was not responsible to come onto our facility and only responsible for the security at the skin of the ship. Another change was how we were tying commercial fishing vessels to the inside of the CT dock. The Coast Guard personnel initially approved this, but when new personnel showed up they did not approve this. We ended up having three different changes that year. Now we are facing this most current change of the additional screening measures which is changing Juneau to a Terminal versus a Port. There is specific language in 33CFR105 that discusses terminals and ports. The reason for this is they did not want to impose an excess cost to municipalities and duplicate what the ship is already doing. Staff is hoping the Coast Guard will realize this is not needed in Juneau.

Mr. Wostmann asked if it is the Coast Guard dictating these requirements.

Mr. Borg said yes, it is a federal regulation, 33CFR105.

Mr. Ridgway asked when staff offered the Facility Security Plan, did we go out and share experiences with other similar ports where they are also being turned into something they don't want to be by modified regulations?

Mr. Uchytel said the Southeast ports are united and we also have Marine Exchange of Alaska who writes our Facility Security Plan. We do share stories and discuss things as ports in Southeast Alaska. We are unique in that we are a port of call. Whittier and Seward are Terminals and the rules are different there.

Mr. Borg said down south there are a handful of ports of call and there are 23 in the State of Alaska. This one decision will affect a lot of individuals.

Mr. Ridgway asked as our costs are increasing, do we have an opportunity to raise other people's costs.

Mr. Uchytel said we could.

Public Comment-None

Committee Discussion/Action

MOTION By MR. RIDGWAY: TO RECOMMEND AN ADDITIONAL 0.5 FTE HARBOR OFFICER AND 0.5 FTE HARBOR OFFICER STAFF INCREASE BE

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PROVIDED TO DOCKS ENTERPRISE FOR THE 2019 SEASON AND ASK UNANIMOUS CONSENT.

Mr. Etheridge asked for a correction: It should be one Harbor Officer and one Harbor Technician.

Motion passed with no objection

Mr. Eiler asked for an update on the discussions with the Coast Guard at a future meeting.

3. Channel Construction Barge Loading Facility

Mr. Uchytel said on page 56 in the packet shows the proposed barge loading facility on Channel Drive. The Channel Construction two leases were reassigned to Gastineau Landing LLC which is Western Construction Marine. They would like to build a 13,000 cubic yard rock pad with a drive down ramp for ease of loading. Within the lease it states that whenever a lessee wants to make improvements they need permission from the Board to do so. The Manager of Gastineau Landing LLC, Kriss Hart has secured the permits and is requesting approval for this project. Mr. Uchytel said he sees no reason this should be denied.

Committee Questions

Mr. Eiler asked if this improvement would need to be reappraised, and would add value to the lease.

Mr. Uchytel said appraisals are conducted on raw land and should not affect the rate.

Mr. Ridgway would like to ask Mr. Becker if DIPAC has an issue with this project.

Public Comment-None

Committee Discussion/Action

Mr. Eiler said this will go to the full Board and Mr. Becker will have a chance to speak to this topic.

Mr. Uchytel said it will go on the Consent Agenda at the Board meeting.

MOTION By MR. RIDGWAY: THAT THE BOARD APPROVES THE REQUEST OF GASINEAU LANDING, LLC TO CONSTRUCT IMPROVEMENTS ON CBJ TIDELAND LEASES LOT 2 ATS 7 AND ATS 1503 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

8:16 pm – 5 minute break

8:24 pm – back in session

X. Items for Information/Discussion

1. Docks & Harbors Port Engineering Division

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Mr. Uchytel said on page 60 in the packet is a look at future staffing needs with the anticipated retirement of Port Engineer Gary Gillette. The current engineering staff has suited Docks & Harbors well and would like to continue that. The break out from the in house staff review is the need for IT support that the City is not able to provide. He is going to ask to include \$75,000 in the budget starting next fiscal year half under Harbors and half under Docks for IT type support. At one time we wanted to add another FTE, but we changed that thought and want to hire a company in July that is unique to the City's MIS support.

Committee Discussion/Public Comment

Mr. Eiler recommended having public communication by the department discussed at a future meeting.

Mr. Uchytel asked for clarification if he was asking for a social media person?

2. Budget Cycle

Mr. Uchytel said a draft budget was handed out. The City is on a two year budget and we are on the second year. We update the current budget, FY19, and make changes to the FY20 budget. This is due to the City Finance Department in mid-February and a presentation to the Assembly in April. He would like to know what the Committee wants to do in terms of process. Should we have a Finance Committee meeting to drill down on the expenses?

Committee Discussion/Public Comment

Mr. Etheridge recommended bringing this to the full Board.

Mr. Eiler said without objection this will be brought to the full Board.

3. Proposed Aurora Phase III and Current Vessel Demand

Mr. Uchytel said he has a big concern about what is going to happen if the state doesn't give us the Harbor Grant funding match money for a \$4M project. On page 73 in the packet is the outline of this \$4M dollar project which is a new headwalk and two main walks, J and K approximately 1,500 linear feet. We would have enough space with our current demand shown on page 71 in the packet which is 51 boats in the North end of Aurora. If we did move forward with this \$4M project we could probably accommodate all the vessels there currently. However, if we only have \$2M and have to go at this alone, what do we do? He said he encourages the Board members to walk the North end of Aurora because it is in bad shape and we are going to have to do something.

Committee Discussion/Public Comment

Mr. Eiler verified that the \$4M, which is \$2M from the State and \$2M from Harbors will build the headwalk float and J & K main floats.

Mr. Uchytel said that is correct.

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Mr. Eiler asked what happens to the floats to the North of those being replaced in this project.

Mr. Uchytel said they go away. Staff estimates to replace in kind is an \$8M project. At best, we will only have half the money needed for the entire project.

Mr. Eiler asked if the demand is low because the floats are in poor condition? Is there peril in only building the headwalk and two main floats and gutting the rest?

Mr. Uchytel said staff makes the best decisions based on the resources we have. We have old rotten floats and what do we do?

Mr. Eiler asked if we repair these floats, will more boats want to go there? He asked if this is the best course of action, to only do these two floats, and does it cost more to add more floats later?

Mr. Uchytel said we don't have the money to do the entire project.

Mr. Ridgway asked Mr. Uchytel if he has an idea of what the Contractor mobilization costs are?

Mr. Uchytel said roughly 10%.

Mr. Simpson stated in this project configuration it is designed to add more fingers without having to do anything special. This could be looked at as a phase until we found money to finish the project.

Mr. Uchytel said the \$4M does include power and water also.

Mr. Wostmann asked if it would be feasible to install mooring buoys in the area where the floats will be removed until we have the money to add the other floats.

Mr. Uchytel said he has been thinking about leveraging this area for the smaller cruise ships. Even the best case for this project, we will be barely able to provide moorage for the winter time use.

4. Cruise Berths Security Check Stations – Design Update

Mr. Gillette said the security check stations will provide a space for people to get out of the weather while checking their ID cards and bags for security purposes. Staff has identified this as a need. We have received some money from passenger fees to move forward with this. There will be two check points, one at each berth. The bids will go out soon and we hope to get one constructed before the season. Each will cost approximately \$185,000 to \$200,000 so we don't currently have enough money to construct both but we do have a request in for additional passenger fees.

Committee Discussion/Public Comment

Mr. Eiler asked what set-up is currently used?

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Mr. Gillette said staff uses a small tent. These checkpoints are consistent with what the other two private docks have.

Mr. Wostmann asked how many people will be waiting at one time?

Mr. Borg said it varies depending on the size and timing of the ship.

Mr. Gillette said staff is anticipating a post panama ship at the North Berth at the beginning of the season and we have never had to handle that many people in the past at one time.

Mr. Uchytel said the funding source are from the \$170,000 from the marine passenger fees set aside for the TWIC card readers that we don't need any more, and \$130,000 in marine passenger fees that were going to be used for the Visitor Kiosk. With the Judge Holland ruling we decided to use the Docks fund balance for the kiosk and the passenger fees for the security booths.

5. Amalga Harbor Fish Cleaning Float Extension – Update

Mr. Uchytel said staff is working with PND for more public outreach and Fish & Game will provide funding for one additional public meeting. PND will work on the public concerns and the best management practices with fish cleaning floats.

Committee Discussion/Public Comment

Mr. Wostmann suggested looking at putting in another dock on the far side with a fish cleaning station.

Mr. Uchytel said that was an option discussed, but it was decided it wouldn't work.

Mr. Janes said this is not a project we have to do but we are doing for the community. We need to keep moving forward and keep the Amalga Neighborhood Community involved and see where it ends up.

Mr. Eiler would like an email sent to the Board members when the next public meeting is and next steps.

Mr. Uchytel said we have the scope of work for PND but is there anything else the Committee wants to add for the public meeting?

Mr. Eiler suggested looking at a broader improvement plan if the proposed project is not very popular.

Mr. Etheridge suggested working with the neighborhood and making this the best project possible.

Mr. Ridgway volunteered to interact and help get the word out at the beginning of a project with neighbors or users of a project area.

XI. Staff & Member Reports-

Mr. Uchytel asked if the Committee wanted the budget to reflect the demolition of the Lumberman?

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Mr. Wostmann said he heard specific orders from the Assembly and would say yes.

Mr. Eiler said he would like further discussion before simply adding it in the budget.

Mr. Simpson said if it is put in the budget the Committee needs to identify what is coming out.

Mr. McCasland asked if the quote was \$250,000 to get rid of it then he would recommend to move forward with that to get rid of it.

XI. Committee Administrative Matters

1. Next Operations/Planning Committee Meeting- **Wednesday, February 20th, 2019.**

XII. Adjournment- The meeting was adjourned at 8:59pm.

Recorder return to: City and Borough of Juneau
Attn: Carl Uchtyl, Port Director
155 S. Seward Street
Juneau, AK 99801

AMENDMENT #2 To PEOPLE'S WHARF TIDELAND LEASE

PART I: PARTIES

This Lease Amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City" or "CBJ" and William C. Heumann, hereafter "Lessee."

PART II: AUTHORITY TO AMEND

CBJ Ordinance No. 2006-32 granted the port director the authority to enter into a Tidelands lease with William C. Heumann for approximately 476 sq. ft. within ATS #3, subject to terms as appropriate for the lease.

William C. Heumann applied for an amendment to the leased area on (Date), requesting to amend the lease area by 689 sq. ft. as depicted on Exhibit XX. The CBJ Assembly authorized the expanded tideland lease area under Ordinance No. 2019-XX, providing the approval authority for the amendment contained herein.

Comment [TB1]: I just added numbers. Please ensure this is correct.

PART III: LEASE BEING AMENDED

This is Amendment No. 2 to the People's Wharf Tideland Lease, 2006-2041 between the City and Borough of Juneau and William C. Heumann dated November 14, 2006, as amended on May 11, 2007. Except for the amendments set forth below, the original 2006 Lease and any amendments made therein are unchanged and in full force and effect.

PART IV: LEASE AMENDMENT

The following amendments are made to the lease:

Comment [RP2]: Carl,
You need to be prepared to answer whether having a 35 year term plus a 35 year renewal option make sense for this part of the lease? If so, then fine. If not, then we need to amend the term section (A.2) for this part of the lease. We likely need to amend the authorized use section (A.5) to clarify what is authorized on this new leased area.

1. Appendix A, Section 1, "Description of the Property" is amended to read as follows:

Fractions of Lots 9B and 13B, Block 83 of the Tidelands Addition to the City and Borough of Juneau within A.T.S. No. 3, Juneau Recording District, First Judicial District, State of Alaska, being more particularly described as follows:

Commencing at the most southerly property corner of Lot 12, Block 83, Tidelands Addition to the City and Borough of Juneau; thence S 46° 36' 00" W, 33.48 feet; thence N 41° 18' 29" W, 39.76 feet; thence N 48° 37' 03" E, 7.39 feet to the most westerly corner of a parcel of land described as a fraction of Lot 9B, Block 83, in Juneau Deed Book 554, Page 470; thence along the southwest boundary of said fraction of Lot 9B, S 41° 22' 28" E, 32.91 feet, to a point on the boundary line common to said Lots 9B and 13B; thence along said common boundary line of said Lot 12; thence along said southwest boundary line, S 41° 31' 57" E, 6.59 feet to the point of beginning and terminus of this description.

Containing in all XX square feet, more or less.

2. Appendix A, Section 3, "Term and Renewal Option" is amended to read as follows:

The term of the lease as it relates to operation and maintenance of the private seawalk (consisting of approximately 466 square feet as described under Part III, Section 1 of Amendment #1) shall remain unchanged.

The term of the lease for the 689 sf included in this amendment shall be included in the original 35 year term, ending on November 7, 2041, unless sooner terminated. If the additional leased area ceases to be used as described under Section 4 below (amending Appendix A, Section 5), the lease as to the approximately 689 sf that is subject to this amendment shall terminate upon notice by the CBJ as provided under Appendix B, Section 7 of the lease agreement. Upon termination of this leased area occur, Lessee shall be responsible for obtaining an appraisal of the updated lease area and the lease payments will be adjusted accordingly.

3. Appendix A, Section 4, "Lease Payments and Adjustments" is amended to read as follows:

For the first five years following this lease amendment, the annual rental shall be XXX (\$XXX) per year, plus sales tax. All other terms regarding payments and adjustments shall remain the same.

Comment [RP3]: Carl, please update with new legal description. Also, we will need an as-built survey to precisely show where the building is, where the leased area is, and where the property and ROW lines are.

We need to be prepared to answer the following:

- detailed property line questions;
- how the existing leased area overlapped with the prior use permit areas (i.e. why the prior use permits);
-

Comment [RP4]: Carl, need to update.

4. Appendix A, Section 5, "Authorized Use of Leased Premises" is amended to read as follows:

In addition to the uses authorized under the original lease, Lessee is authorized to use the leased premise for seasonal outdoor seating, seasonal storage of propane tanks, and a seasonal commercial kitchen for use of the Lessee's authorized subtenant. "Seasonal" shall mean during the timeframe when cruise vessels disembark passengers in Juneau, Alaska, which occurs from May-September. Lessee shall provide the City with the proposed operational schedule by (DATE) each year.

Comment [TB5]: Please see if this is correct.

Comment [TB6]: This probably isn't necessary- I just wanted to throw it out there.

All other terms and conditions of Appendix A, Section 5 remain unchanged.

PART IV: EXECUTION

The City and Lessee agree and sign below. This Lease Amendment is effective upon signature by both parties and when approved by motion of the Assembly.

CITY:

LESSEE:

Date: _____

Date: _____

By: _____

By: _____

Authorized Representative
Carl Uchytel
Port Director

Authorized Representative
William C. Heumann

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2019, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Carl Uchytel personally appeared to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation 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: _____

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, William C. Heumann personally appeared to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of himself, and who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he 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: _____

Approved as to form: _____, Law Department
Risk Management Review: _____, Risk Manager

emailed
2-8-19

**City and Borough of Juneau Property
Docks and Harbors
Application for Lease**

Application processing - The Port Director will review each application for completeness within 30 days of receipt unless the Director notifies the applicant that more time is required to complete the review. If the port director determines that the application is not complete, the Director will provide the applicant with a general description of the information needed to make the application complete. Once the application is complete, the Port Director will estimate the cost for the docks and harbors department to process the application and will notify the applicant in writing of the estimated cost. The applicant is required to pay all costs associated with processing of the application, including any costs to survey and appraise the area proposed to be leased. The applicant must agree in writing to pay the processing costs prior to the Docks and Harbors Board taking action on the application. Failure of the applicant to agree to pay, or pay, any processing cost will result in the application being denied. The applicant may assist the Port Director by arranging for specified components of the work, such as survey and appraisal, provided any such work to be performed by applicant is approved in writing in advance by the Port Director.

Date 2-8-19

ADL# _____

Applicant's Name: Joergen Schade

Group, Association, or Corporation Name Nordic Tug Charters (Alaska Memories)

Mailing Address: P. O. Box 496

City/State/Zip Fall City WA 98024

Message Phone 206-919-7887 Work Phone 425-451-2315 or 425-222-3991

Is applicant authorized to conduct business under the laws of the State of Alaska?

yes

Is applicant 19 years or older?

yes

What type of lease are you applying for?

tidelands lease
(uplands lease, tidelands lease, easement)

Legal Description:

Lot(s) 2 Block/Tract# 51 Survey/Subdivision #3

Other: _____

Acres 1,455 sq. feet

What is the proposed use and activity on the leased land?

operations platform for Nordic Tug Charters

(*) Proposed term of lease 3 years (2022) with extensions through 2031

Are you planning to Sublease this land? Yes ☐ No ☒

Are there any improvements or construction planned?

NO

If yes, submit a development plan that includes.

- The nature and purpose of the proposed lease.
- A site plan
- The use, value, and nature of improvements to be constructed.
- The dates construction is estimated to commence and be completed.
- A detailed description of the proposed operation.
- Whether the intended use complies with the CBJ Land Use Code, CBJ Title 49, and the comprehensive plan of the City and Borough of Juneau.
- Additional information that would assist the Port Director, the Docks and Harbors Board, and the Assembly in acting on the application.

CBJ zoning title and plans are available from the Community Development Department.

The Board recommends that applicants carefully review current site conditions before making an application.

(*) We prefer another 3 year lease as we are hoping to open up operations again, however we would want 2 or 1 year leases if that was our only option. Please contact us if needed.

The Board intends to award leases to the development that provides the most marine-related benefit to the community of Juneau and the development that provides the most economic benefit to the City and Borough of Juneau in general and the Docks and Harbors Department in particular.

The lease must meet all applicable requirements listed in CBJ ordinance 53.20.



Signature

2-8-19

Date

If applying on behalf of an agency, municipality, or organization, state which one.

Title

Please do not write below. Docks and Harbor use only.

Application Received _____ \$10.00 Filing Fee Received _____

Date approved by Operations Committee _____

Date approved by Finance Committee _____

Approved by Regular Board _____

Law Department Ordinance _____

Assembly Action _____

Lands _____

Public Notice _____

Ad Option _____

Final Lease Signed Date _____

2016 SUBLEASE RENEWAL FOR ALASKA MEMORIES ENTERPRISES, LLC

PART I: PARTIES

This sublease renewal is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (hereafter "Lessor," "Sublessor," "City," or "CBJ,") and Alaska Memories Enterprises, LLC, d/b/a Nordic Tug Charters, an Alaskan limited liability company (hereafter "Lessee," "Sublessee," "Alaska Memories").

PART II: SUBLEASE BEING AMENDED

The 2012 Sublease Agreement (Exhibit 1) and all attachments thereto are incorporated by this reference. Except for the modifications set forth below, the terms of the 2012 Sublease Agreement remains unchanged and in full force and effect.

PART III: SUBLEASE AMENDMENT

The 2012 Sublease Agreement is amended as follows:

3. TERM

The parties agree that it was their intent to enter into this lease renewal for the three-year period starting June 1, 2016. Accordingly, the parties agree and intend that this lease renewal shall be interpreted as having the effective date be retroactive to June 1, 2016. The parties agree and consent to being bound by the terms of this agreement as if it had been entered into as of June 1, 2016.

The term of the lease is three years and shall remain in effect until June 1, 2019, unless sooner terminated.

9. INSURANCE

An updated certificate of insurance indicating Contractor has obtained the required insurance has been provided. (Exhibit 2).

PART IV: LEASE EXECUTION

CBJ and Lessee agree and sign below. This lease is not effective until signed by the CBJ. Lessee represents that the person signing below on its behalf has the authority to do so and that it is a valid and binding lease enforceable in accordance with its terms.

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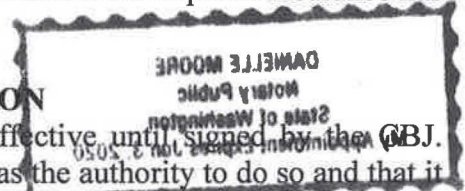
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/

/



LESSEE:

Date:

6/27/2016

By:

Joergen Schade
Joergen Schade, Member Manager
Alaska Memories Enterprises, LLC

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)

) ss:

FIRST JUDICIAL DISTRICT)

This is to certify that on the 27 day of June, 2016, before the undersigned, a Notary Public in and for the State of ~~Alaska~~ Washington, duly commissioned and sworn, personally appeared **Joergen Schade** to me known to be the identical individuals described in and who executed the foregoing instrument for and on behalf of **Alaska Memories Enterprises, LLC**, as Lessee, which executed the above and foregoing instrument; who on oath stated that s/he was duly authorized to execute said instrument; who acknowledged to me that s/he 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.



Danielle Moore
Notary Public in and for the State of ~~Alaska~~ Washington
My Commission Expires: 6/3/2020

CBJ:

Date: 7-6-2016

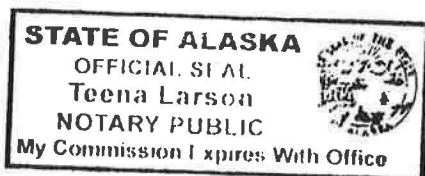
By: 
Carl Uchytel
CBJ Port Director

CBJ ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 6th day of July, 2016, 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.

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



Teena Larson
Notary Public in and for the State of Alaska
My Commission Expires: with office

Risk Management Review:  7/18/16, Risk Manager

Approved as to Form:  7/6/16, Law Department

AFTER RECORDING RETURN TO:

Carl Uchytel, Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

**SUBLEASE AGREEMENT BETWEEN CITY AND BOROUGH OF JUNEAU AND
ALASKA MEMORIES ENTERPRISES, LLC, (JUNEAU FISHERIES TERMINAL)**

PART I PARTIES

This Sublease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska (hereinafter "Lessor," "Sublessor," "City," or "CBJ") and Alaska Memories Enterprises, LLC, d/b/a Nordic Tug Charters, an Alaskan Limited Liability Company (hereinafter "Lessee," "Sublessee" or "Alaska Memories.")

PART II LEASE ADMINISTRATION

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

City:

Attn: Carl Uchytel, P.E.
Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801
Phone: (907) 586-0292
Fax: (907) 586-0295

Lessee:

Attn: Joergen Schade
Member Manager
Alaska Memories Enterprises, LLC
P.O. Box 496
Fall City, WA 98024
Phone: (206) 919-7887

PART III LEASE DESCRIPTION

This lease agreement is identified as Sublease Agreement Between City and Borough of Juneau and Alaska Memories, LLC (Juneau Fisheries Terminal). The following appendices are attached and considered part of this agreement, as well as anything incorporated by reference or attached to those appendices. This agreement may be referred to as the "Sublease."

- Appendix A: Property Description & Additional Lease Provisions
- Appendix B: Lease Provisions Required by CBJ 53.20.

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

PART IV LEASE EXECUTION

The City and Sublessee agree and sign below. This lease is not effective until signed by the City.

Date: 6/18/2012
By: Carl Uchytel
Carl Uchytel, Port Director

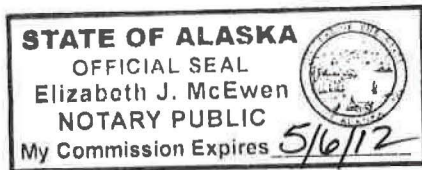
Date: 4/30/2012
By: Joergen Schade
Joergen Schade, Member Manager and
Authorized Representative of Sublessee

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 18th day of June, 2012, before the undersigned personally appeared Carl Uchytel to me known to be the Port Director of the City and Borough of Juneau, Alaska, who executed the above foregoing instrument, and who on oath stated that he was duly authorized to execute said instrument on behalf of said municipal 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.

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



Elizabeth J. McEwen
Notary Public in and for the State of Alaska
My Commission Expires: 5/6/2014

LESSEE ACKNOWLEDGMENT

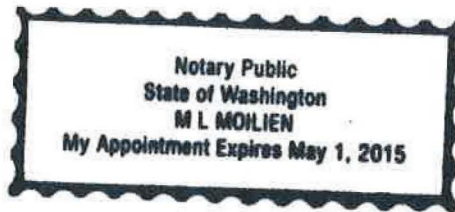
STATE OF ~~ALASKA~~ Washington)
County of King) ss:
~~FIRST JUDICIAL DISTRICT~~)

This is to certify that on the 30th day of April, 2012, before the undersigned personally appeared Joergen Schade, to me known to be the identical individual described in and who executed the foregoing instrument for and on behalf of Alaska Memories,

LLC, d/b/a Nordic Tug Charters, as Sublessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he 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.

M L Molién
Notary Public in and for the State of ~~Alaska~~ Washington
My Commission Expires: May 1, 2015



Approved as to Form: AM 6-18-12 Law Department

Risk Management Review: Timothy Allen 6/18/12 Risk Manager

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

1. DESCRIPTION OF PROPERTY

The property subject to this lease, described below, shall generally be referred to as “the Property” or “the Subleased Premises.” The Subleased Premises are:

A certain tract or parcel of land lying and being situated within Lot 2, Block 51, Alaska tidelands survey No. 3, City and Borough of Juneau, State of Alaska being more particularly bounded and described as follows.

Beginning at the northeasterly most corner of this description from which the northwesterly most corner of Lot 2, Block 51, Alaska tidelands survey No. 3 bears S89°56'42"W-280.54' and a reference monument for corner 32, Alaska tidelands survey No. 3 bears N5°44'16"E-608.56'; thence along the easterly boundary of this description S34°22'05"E-55.95'; thence along the southerly boundary of this description S56°34'14"W-26.00'; thence along the westerly boundary of this description N34°22'05"W-55.95'; thence along the northerly boundary of this description N56°34'14"E-26.00' to the true point and place of beginning. Containing 1,455 square feet, more or less.

2. AUTHORITY

This sublease is entered into pursuant to the authority of the City and Borough of Juneau Code, Chapter 85.02.060(a)(5), and the CBJ's lease agreement with the University of Alaska, effective May 6, 1988, attached and incorporated as **Exhibit A** (and referred to hereinafter as “UA lease”). Both the City, and to the extent applicable, the sublessee, are bound by the terms and conditions of that lease.

This sublease was approved by motion of the Docks and Harbors Board on December 1st, 2011. The University of Alaska reviewed and approved the substance of this sublease, as required by the UAS lease at Section 13.2 (Exhibit A.)

3. TERM

a. The effective date of this sublease is June 1, 2011 and shall automatically expire on June 1, 2016, five years after the effective date, unless it is extended or earlier terminated as provided for herein.

b. Option to Extend Term. Sublessee may apply to extend the term of this sublease for five 3-year periods (ending 2021) following the expiration of the term of this sublease, upon the condition that the City exercises its option to extend the term of its lease with the University of Alaska pursuant to Section 3 of that lease. Sublessee must make its request for an extension no later than 60 days prior to end of the then current lease term. City shall grant sublessee's application for an extension of the term unless sublessee has, in the City's opinion, unreasonably

failed to comply with the conditions, acts, and requirements of this sublease. A determination not to extend the term shall be supported by some prior evidence of the City's dissatisfaction with sublessee's performance under the sublease agreement, even if such failures did not result in a termination or attempt to terminate this sublease for a breach of the contract. In no case will any extension of time exceed the termination date of the underlying lease between the CBJ and the University of Alaska.

4. LEASE PAYMENTS

Annual rent shall be 10 percent of the assessed value of the subleased property, to be paid in 12 equal monthly installments in advance. Annual rent for the years 2011– 2016 is \$4,365.00 per year (monthly payments of \$363.75.) The annual rent is adjusted for the first year to reflect the actual portion of the year in which this sublease is in effect.

If the lease is extended, the annual rate may be adjusted July 1st, 2016, and every three years thereafter. The adjustments shall be based upon the assessment determined by the City & Borough of Juneau's Assessor, as further described in Appendix B, section (2).

No taxes are included in the rent; sublessee is responsible for all taxes, assessments, rates, and charges related to the subleased Premises. Sublessee shall pay all utilities and other services provided to the subleased Premises.

5. AUTHORIZED USE OF PROPERTY

The sublessee's use of the subleased premises is restricted to use as a storage area, work shop, office, and customer waiting area, in order to comply with the UA lease (Exh. A, Section 13), which provides that any use of the property be restricted to fisheries-and marine-related development, support activities, and enterprises, or for other uses compatible with, incidental to, or supportive of the fisheries-and marine-related purposes of the property. Use or development for other than the allowed uses shall constitute a violation of the sublease and subject the sublease to cancellation.

Sublessee's major improvements, as defined in the UA lease (Exh. A), are subject to both the CBJ's and the University of Alaska's prior approval, provided, however, that sublessee shall immediately rectify any imminently dangerous, unsafe conditions existing at any time in or upon the subleased premises. Sublessee shall notify the CBJ within twenty-four hours of any emergency repairs or improvements.

6. SUBLEASE SUBJECT TO TERMS OF THE CITY & BOROUGH OF JUNEAU'S LEASE WITH THE UNIVERSITY OF ALASKA

The following terms and conditions of the UA lease (Exhibit A) shall apply to this sublease, and are incorporated by this reference. If just the section is listed, then all subsections of that section are included. If subsections are listed below the section heading, only those subsections listed apply to this sublease. References to Lessor shall be deemed to refer to the CBJ, and references to Lessee shall be deemed to refer to Alaska Memories Enterprises, LLC, for purposes of

incorporation into the terms of this sublease. References to specific property within the University of Alaska lease, but not contained within the sublease premises describe above, do not apply unless those areas are specifically noted as common areas or common access corridors, nor shall any more general description of uses allowed alter the use authorized specifically in this sublease agreement:

Section 7:	Authorized Use and Operation of the Premises
Section 8:	Improvements, Alterations, and Additions
Section 9:	Maintenance and Repair
Section 10:	Liens
Section 13:	Sublease and Use Agreements
Section 13.2:	Lessor's Approval Required

In this subsection, Lessor shall refer both to City and University of Alaska, and the time periods applicable for review shall first apply to City and then to University of Alaska.

Section 13.3:	Right to Sublease
Section 14:	Taxes and Assessments
Section 15:	Utilities
Section 15.1:	Utility Charges
Section 15.2:	Access for Utilities
Section 16:	Eminent Domain
Section 16.1:	Termination of Agreement as to Condemned Portion
Section 16.2:	Partial Taking; Remainder Usable
Section 16.3:	Partial Taking; Remainder Unusable
Section 16.4:	Compensation
Section 16.5:	Taking for Temporary Use

Except that 16.5 (b) shall not apply; Nordic Tug's rent shall be proportionately reduced as provided in subsection 16.2

Section 19:	Natural Disasters
Section 20:	Waiver of Breach of Default
Section 22:	Ownership and Removal of Improvements and Fixtures
Section 22.1:	Improvements and Fixtures

Except that the references to ice-making equipment does not apply to this sublease.

Section 22.3:	Extension of Term for Removal of Fixtures
Section 22.4:	Approval for Removal of Improvements Required
Section 22.5:	Lessor's Election to Require Lessee to Remove the Lessee's and Sublessees' Leasehold Improvements
Section 22.6:	Restoration and Surrender of Premises
Section 22.7:	Indemnification
Section 22.8:	Reimbursement for Improvements Installed by Lessee
Section 24:	Consent Not Unreasonably Withheld
Section 25:	Holding Over
Section 26:	Access to Premises by Lessor
Section 27:	Quiet Enjoyment
Section 27.1:	Lessee's Right to Quiet Enjoyment
Section 28:	Disclaimer of Warranty
Section 32:	Miscellaneous

7. INDEMNITY

Alaska Memories Enterprises, LLC, shall perform all of its obligations and carry on all of its operations and activities entirely at its own risk and responsibility. Alaska Memories Enterprises LLC, agrees to indemnify, defend, and save the CBJ and the University of Alaska, its Board of Regents, officers, agents, and employees harmless to the maximum extent allowable under Alaska law, including costs and fees, even if in excess of Civil Rule 82, and from any and all loss, expense, damage, claim, demand, judgment, fee, charge, lien, liability, action, cause of action or proceedings of any kind whatsoever, made by any person or entity, (whether arising on account of damage to or loss of property, or personal injury, emotional distress or death) arising directly or indirectly in connection with the performance, activities or operations of Alaska Memories Enterprises, LLC, hereunder, whether the same arises before or after completion of Alaska Memories Enterprises, LLC's activities or expiration of this sublease, except for injury intentionally caused by the City or the University of Alaska.

This indemnification shall survive any termination or expiration of this Agreement. In the event any part of this indemnification clause is determined to be contrary to law or public policy, Alaska Memories Enterprises, LLC, agrees to provide the City and the University of Alaska as much of the agreed upon indemnification as allowed by law.

8. TERMINATION AND DEFAULT

This Sublease may be terminated in whole or in part, at any time, upon mutual written agreement by Alaska Memories Enterprises, LLC and the City & Borough of Juneau.

If sublessee defaults in the performance or observance of any of the sublease, or applicable UA lease, terms, covenants, or stipulations thereto, or of the provisions of the City and Borough Code, and should the default continue for 30 calendar days after service of written notice by the City without remedy by sublessee of the conditions warranting default, or if such default requires more than 30 days to cure, and sublessee has not commenced the cure within 30 days of the City & Borough of Juneau notice and does not thereafter diligently proceed to complete such cure, the City may subject sublessee to appropriate legal action including, but not limited to, forfeiture of the sublease. No improvements may be removed by sublessee or other person during any time sublessee is in default.

9. INSURANCE

Sublessee shall, during the entire term of this sublease, keep in full force and effect the insurance policies required herein.

The University of Alaska and City have the right to change or increase the insurance requirements over time, as appropriate to industry standards. An such change or increase in insurance requirements shall be made by the City in writing to sublessee and sublessee shall have 60 days to acquire and provide proof of required insurance to the City. The City shall have the right, at its option, to pay any delinquent premium upon any of sublessee's insurance policies if found necessary to prevent cancellation, non-renewal or material alteration thereof; and

sublessee agrees that it will, within 5 days, reimburse the City.

All applicable policies, except Worker's Compensation, shall name City & Borough of Juneau and the University of Alaska as additional insureds, and shall contain a clause that requires the insurance company to give prior written notice consistent with the terms of the policy to the City & Borough of Juneau's Risk Management Officer and the University of Alaska prior to any cancellation, non-renewal, or reduction in the amount of the coverage.

Sublessee shall provide City with a certificate of insurance prior to the commencement date of this sublease; or if this sublease is signed subsequent to its commencement, then sublessee shall deliver the certificate of insurance to City simultaneously with execution of this sublease. A failure of sublessee to provide, or of City to demand, such proof of insurance shall not waive sublessee's requirement to maintain insurance as provided by this agreement.

Sublessee understands that neither the City & Borough of Juneau nor the University of Alaska carries fire or other casualty insurance on the subleased Premises or improvements located thereon belonging to Alaska Memories Enterprises, LLC, d/b/a Nordic Tug Charters, and that it is sublessee's obligation to obtain adequate insurance for protection of sublessee's buildings, fixtures, or personal property located on the subleased Premises.

(a) Commercial General Liability Insurance:

Alaska Memories LLC, d/b/a Nordic Tug Charters shall maintain with an insurance company acceptable to the City and Borough of Juneau's Risk Management Officer, insurance for not less than \$2,000,000 per occurrence limit and annual aggregate where generally applicable including participant legal liability, premises operations, independent contracts, products/completed operations, broad form property Damage, blanket contractual, and personal injury.

(b) Workers' Compensation Insurance:

Sublessees shall provide and maintain, for all employees of Alaska Memories LLC, d/b/a Nordic Tug Charters engaged in work under this Sublease, Workers' Compensation Insurance and Employer's Liability Insurance in accordance laws of the State of Alaska. Alaska Memories LLC, d/b/a Nordic Tug Charters shall be responsible for Workers' Compensation insurance for any subcontractor who directly or indirectly provides services under this sublease. The coverage must include statutory coverage for States in which employees engaging in work and employer's liability protection not less than FIVE HUNDREDTHOUSAND AND NO/100 (\$500,000) per person, FIVE HUNDRED THOUSAND AND NO/100 (\$500,000) per occurrence. Where applicable coverage for all federal acts (i.e., U.S.L. & H and Jones and Harbor Acts) must also be included.

(c) Automobile Insurance:

Sublessee shall maintain automobile liability coverage, and, if necessary, commercial Umbrella liability insurance with a limit of not less than ONE MILLION AND NO/100 (\$1,000,000) each accident. Such insurance shall cover liability arising out of any auto including all owned, hired, and non-owned vehicles.

(d) Property Insurance

Sublessee shall maintain a property insurance policy against all risks of loss to sublessee's improvements or betterments, at full replacement cost with no coinsurance penalty provisions. This insurance shall contain a waiver of all rights of subrogation against the CBJ.

APPENDIX B: ADDITIONAL LEASE PROVISIONS (CBJ 53.20)

1. Responsibility to Properly Locate on Subleased Premises.

As required by CBJ 53.20.160, it shall be the responsibility of the sublessee to properly locate persons and improvements on the subleased premises. It is unlawful to encroach on other lands of the CBJ or on lands owned or leased by another, and violation shall constitute a Class B misdemeanor.

2. Approval of Other Authorities.

As required by CBJ 53.20.180, the issuance of this sublease does not relieve the sublessee of responsibility of obtaining licenses or permits as may be required by the City and Borough or by duly authorized state or federal agencies.

3. Additional Term and Conditions

(1) Sublease Utilization. The subleased lands shall be utilized only for the purposes described above in Appendix A, Paragraph 5 and, to the extent applicable, the UA Lease (Exh. A, Section 7). Utilization or development for other than the allowed uses shall constitute a violation of the sublease and subject the sublease to cancellation.

(2) Adjustment of Rental. The sublessee agrees to a review and adjustment of the annual rental payments on July 1st, 2016, and every third year beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon 10 percent of the assessed values.

(3) Assignments. The sublessee may assign the lands leased to it; provided, that the proposed assignment shall be first approved by the CBJ and then University of Alaska, as provided herein. The assignee shall be subject to all of the provisions of the sublease. All terms, conditions, and covenants of the underlying sublease which may be made applicable to the assignment are hereby incorporated into the assignment.

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

(5) Cancellation and Forfeiture.

(A) The sublease, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by the sublessee and City.

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

(C) If the sublessee shall default in the performance or observance of any of the sublease terms, covenants, or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by the City without remedy by the sublessee of the conditions warranting default, the City

may subject the sublessee to appropriate legal action including, but not limited to, forfeiture of the sublease. No improvements may be removed by the sublessee or other person during any time the sublessee is in default.

- (D) Failure to make substantial use of the land, consistent with the proposed use, within one year shall in the discretion of the CBJ with the approval of the assembly constitute grounds for cancellation.

(6) *Notice of Demand.* Any notice of demand, which under the terms of a sublease 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 or 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 herein before provided.

(7) *Entry and Reentry.* In the event that the sublease 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 the sublessee during the term, the City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the subleased premises or such thereof, and remove all persons and property there from either by summary proceedings or by a suitable action or proceedings at law without being liable for any damages therefore. No reentry by the City shall be deemed an acceptance of a surrender of the sublease.

(8) *Release.* In the event that the sublease should be terminated as herein provided, or by summary proceedings, or otherwise, the CBJ may offer the lands for sublease or other appropriate disposal pursuant to the provisions of the City and Borough of Juneau's Code and any relevant sections of the UA lease.

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

(10) *Written Waiver.* The receipt of rent by the CBJ with knowledge of any breach of the sublease by the sublessee or of any default on the part of the sublessee in observance or performance of any of the conditions or covenants of the sublease shall not be deemed to be a waiver of any provisions of the sublease. No failure on the part of the City to enforce any covenant or provision herein contained, nor any waiver of any right there under by the City unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the City to enforce the same in the event of any subsequent breach or default. The receipt, by the 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 the city of any notice hereunder 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 there under by the City the sublessee prior to the receipt of any such sum of money or other consideration, unless so

agreed to in writing and signed by the City.

(11) *Expiration of Sublease.* Unless the sublease is renewed or sooner terminated as provided herein, the sublessee shall peaceably and quietly leave, surrender and yield up unto the City all of the subleased land on the last day of the term of this sublease.

(12) *Removal or Reversion of improvements upon Termination of Lease.* Improvements owned by the sublessee shall within sixty calendar days after the termination of the sublease be removed by sublessee; provided, such removal will not cause injury or damage to the lands or improvements demised; and further provided, that the City may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by the sublessee may, with the consent of City, be sold to the succeeding sublessee. All periods of time granted the sublessee to remove improvements are subject to the lessee's paying to the City pro rata sublease 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 shall upon due notice to the sublessee, be sold at public sale under the direction of the City. The proceeds of the sale shall inure to the sublessee preceding if sublessee placed such improvements and/or chattels on the lands, after deducting the City rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the City and Borough of Juneau's manager are received, title to such improvements and/or chattels shall vest in the 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, the City.

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

(14) *Compliance with Regulations and Code.* The sublessee 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 subleased land.

(15) *Condition of Premises.* The sublessee shall keep the premises of the sublease in neat, clean, sanitary, and safe condition and shall take all reasonable precautions to prevent, and take all necessary action to suppress destruction or uncontrolled grass, brush or other fire on the subleased lands. The sublessee shall not undertake any activity which causes or increases a

sloughing off or loss of surface materials of the subleased land.

(16) *Inspection.* The sublessee shall allow an authorized representative of the City and/or of the University of Alaska, to enter the subleased land for inspection at any reasonable time.

(17) *Use of Materials.* The sublessee 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 materials required for the development of the sublease holder may be used, if its use is first approved by City and University of Alaska.

(18) *Rights-of-Way.* In addition to any such similar rights retained by the University of Alaska under the UA Lease, the 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 do so. If the City grants an easement or right-of-way across any of the leased land, the sublessee shall be entitled to damages for all sublessee-owned improvements or crops destroyed or damaged. Damages shall be limited to improvements and crops only, and loss shall be determined by fair market value. Annual rentals may be adjusted to compensate the sublessee for loss of use.

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

[Department of Labor / Research and Analysis Section]

Consumer Price Index (CPI)**Consumer Price Index for Urban Alaska (formerly Municipality of Anchorage) and the U.S.
Not Seasonally Adjusted – All Items – Urban Consumers
1960-Present**

Note: the percent change is from the same period of the previous year.

Year	Urban Alaska						U.S.					
	1st Half	Percent Change	2nd Half	Percent Change	Annual	Percent Change	1st Half	Percent Change	2nd Half	Percent Change	Annual	Percent Change
2018	223.099	2.1	227.992	4.0	225.545	3.0	250.089	2.5	252.125	2.4	251.107	2.4
2017	218.616	0.7	219.131	0.2	218.873	0.5	244.076	2.2	246.163	2.0	245.120	2.1
2016	216.999	-0.1	218.660	0.9	217.830	0.4	238.778	1.1	241.237	1.5	240.007	1.3
2015	217.111	1.1	216.706	-0.1	216.909	0.5	236.265	-0.1	237.769	0.3	237.017	0.1
2014	214.777	1.9	216.833	1.4	215.805	1.6	236.384	1.7	237.088	1.5	236.736	1.6
2013	210.853	2.7	213.910	3.5	212.381	3.1	232.366	1.5	233.548	1.4	232.957	1.5
2012	205.215	2.5	206.617	2.0	205.916	2.2	228.850	2.3	230.338	1.8	229.594	2.1
2011	200.278	2.8	202.576	3.6	201.427	3.2	223.598	2.8	226.280	3.5	224.939	3.2
2010	194.834	2.5	195.455	1.0	195.144	1.8	217.535	2.1	218.576	1.2	218.056	1.6
2009	190.032	1.3	193.456	1.1	191.744	1.2	213.139	-0.6	215.935	-0.1	214.537	-0.4
2008	187.659	4.6	191.335	4.5	189.497	4.6	214.429	4.2	216.177	3.4	215.303	3.8
2007	179.394	1.5	183.080	2.9	181.237	2.2	205.709	2.5	208.976	3.1	207.342	2.8
2006	176.700	4.2	177.900	2.2	177.300	3.2	200.600	3.8	202.600	2.6	201.600	3.2
2005	169.600	2.4	174.100	3.8	171.800	3.1	193.200	3.0	197.400	3.8	195.300	3.4
2004	165.600	2.8	167.800	2.4	166.700	2.6	187.600	2.3	190.200	3.0	188.900	2.7
2003	161.100	2.3	163.900	3.1	162.500	2.7	183.300	2.5	184.600	2.0	184.000	2.3
2002	157.500	2.0	159.000	1.9	158.200	1.9	178.900	1.3	180.900	1.9	179.900	1.6
2001	154.400	2.9	156.000	2.7	155.200	2.8	176.600	3.4	177.500	2.2	177.100	2.8
2000	150.000	0.9	151.900	2.4	150.900	1.7	170.800	3.3	173.600	3.5	172.200	3.4
1999	148.600	1.3	148.300	0.9	148.400	1.0	165.400	1.9	167.800	2.5	166.600	2.2
1998	146.700	1.8	147.000	1.1	146.900	1.5	162.300	1.5	163.700	1.6	163.000	1.6
1997	144.100	1.6	145.400	1.2	144.800	1.5	159.900	2.6	161.200	2.1	160.500	2.3
1996	141.800	2.6	143.700	3.0	142.700	2.7	155.800	2.8	157.900	3.1	156.900	3.0
1995	138.200	2.9	139.500	2.7	138.900	2.9	151.500	2.9	153.200	2.6	152.400	2.8
1994	134.300	2.1	135.800	2.3	135.000	2.1	147.200	2.4	149.300	2.8	148.200	2.6
1993	131.500	3.3	132.800	2.9	132.200	3.1	143.700	3.2	145.300	2.8	144.500	3.0
1992	127.300	3.2	129.100	3.5	128.200	3.4	139.200	3.0	141.400	3.1	140.300	3.0
1991	123.300	5.5	124.700	3.6	124.000	4.6	135.200	5.1	137.200	3.5	136.200	4.2
1990	116.900	5.4	120.400	7.0	118.600	6.2	128.700	4.9	132.600	5.8	130.700	5.4
1989	110.900	2.3	112.500	3.3	111.700	2.9	122.700	5.1	125.300	4.7	124.000	4.8
1988	108.400	0.1	108.900	0.7	108.600	0.4	116.800	3.9	119.700	4.2	118.300	4.1
1987	108.300	0.0	108.100	0.7	108.200	0.4	112.400	3.0	114.900	4.4	113.600	3.6
1986	108.300	3.4	107.400	0.5	107.800	1.9	109.100	2.3	110.100	1.5	109.600	1.9
1985	104.700	1.9	106.900	2.9	105.800	2.4	106.600	3.6	108.500	3.4	107.600	3.6
1984	102.700		103.900		103.300	4.1	102.900		104.900		103.900	4.3
1983					99.200	1.8					99.600	3.2
1982					97.400	5.4					96.500	6.2
1981					92.400	8.1					90.900	10.3
1980					85.500	10.2					82.400	13.5
1979					77.600	10.5					72.600	11.3
1978					70.200	7.0					65.200	7.6

1977					65.600	6.7					60.600	6.5
1976					61.500	7.7					56.900	5.8
1975					57.100	13.7					53.800	9.1
1974					50.200	10.8					49.300	11.0
1973					45.300	4.4					44.400	6.2
1972					43.400	2.6					41.800	3.2
1971					42.300	2.9					40.500	4.4
1970					41.100	3.8					38.800	5.7
1969					39.600	3.9					36.700	5.5
1968					38.100	2.4					34.800	4.2
1967					37.200	2.5					33.400	3.1
1966					36.300	2.8					32.400	2.9
1965					35.300	0.9					31.500	1.6
1964					35.000	0.6					31.000	1.3
1963					34.800	0.3					30.600	1.3
1962					34.700	0.6					30.200	1.0
1961					34.500	1.5					29.900	1.0
1960					34.000						29.600	

Source: U.S. Department of Labor, Bureau of Labor Statistics (BLS).
Base: 1982-84=100

Inspected vessel fees:

CODE OF ORDINANCE:

(2) Each calendar year after 2017, a fee equal to the previous year's fee adjusted by the Anchorage Consumer Price Index (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, rounded to the nearest \$1.00 for the vessel permit and nearest \$0.10 per passenger, unless the docks and harbors board takes action to keep the fee the same as the previous year.

2015: \$300 per vessel plus \$1.25 per passenger each calendar day that one or more facilities is used for passenger-for-hire-activity.

2016: \$400 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2017: \$500 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2018: \$503.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2019 Proposed: \$519.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. (3 percent increase is \$15.54 rounded to nearest \$1.00 on vessel) (3 percent on per passenger is 4 cents rounds to nearest \$0.10) per Code of Ordinance.

Uninspected vessel fees:

CODE OF ORDINANCE:

(2) Each calendar year after 2017, a fee equal to the previous year's fee adjusted by the Anchorage Consumer Price Index (CPI) as reported by the Alaska Department of Labor for the calendar year preceding the start of the moorage year, rounded to the nearest \$1.00 for the vessel permit and nearest \$0.10 per passenger, unless the docks and harbors board takes action to keep the fee the same as the previous year

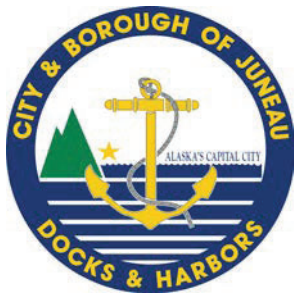
2015: \$50.00 per vessel plus \$1.00 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2016: \$100.00 per vessel plus \$1.25 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2017: \$150.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2018: \$151.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity.

2019 Proposed: \$156.00 per vessel plus \$1.50 per passenger each calendar day that one or more facilities is used for passenger-for-hire activity. (3 percent increase is \$4.53 rounded to nearest \$1.00 on vessel) and (3 percent on per passenger is 4 cents rounds nearest \$0.10) per Code of Ordinance.



DOCKS & HARBORS
155 S. Seward St.
Juneau, AK 99801
(907) 586-5255 tel
(907) 586-2507 fax
www.juneau.org/harbors

FY2020 Moorage Rates

DOUGLAS, HARRIS AND AURORA HARBORS		
	Effective thru June 30, 2019	Effective July 1, 2019
Skiff	\$300 per calendar year	\$300.00 per calendar year
Daily	55¢ per foot	57¢ per foot
Calendar Month	\$4.25 per foot	\$4.40 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30) Annual (July 1 – June 30)	5% discount on 6-month advance payment 10% discount on 12-month advanced payment	5% discount on 6-month advance payment 10% discount on 12-month advance payment

STATTER HARBOR		
	Effective thru June 30, 2019	Effective July 1, 2019
Skiff	\$300 per calendar year	\$300.00 per calendar year
Daily	55¢ per foot	57¢ per foot
Calendar Month	\$7.15 per foot	\$7.30 per foot
Bi-Annual (July 1 – Dec 31) & (Jan 1 – June 30) Annual (July 1 – June 30)	5% discount on 6-month advance payment 10% discount on 12-month advanced payment	5% discount on 6-month advance payment 10% discount on 12-month advance payment
Reservations (May 1 – Sept 30)	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	\$0.75 per foot \$1.50 per foot per day \$2.50 per foot per day \$3.00 per foot per day

INTERMEDIATE VESSEL FLOAT (IVF)		
	Effective thru June 30, 2019	Effective July 1, 2019
Daily (Oct. 1 – Apr. 30)	55¢ per foot	57¢ per foot
Monthly (Oct. 1 – Apr. 30)	\$4.25 per foot	\$4.40 per foot
Reservations (May 1 – Sept 30)	Fishing Vessels Other Vessels <65' Other Vessels ≥ 65' Other Vessels ≥200'	\$0.75 per foot \$1.50 per foot per day \$2.50 per foot per day \$3.00 per foot per day

Residence Surcharge

Per Month	\$69 +\$23/person above four persons
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- A 5% City & Borough of Juneau sales tax may apply to all fees

Launch Ramp Rates

Recreational – Calendar Year (includes Kayaks) Matching registrations are required	\$90 \$5 per additional permit
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to obtain two additional permits. Please see 05 CBJAC 20.060 – Recreational Boat Launch Fees.	
Recreational – Day	\$15
Commercial – Calendar Year	\$250 per trailer
Commercial – Day	\$30
Freight Use – Commercial	Up to 1 hour \$60 Over 1 hour \$30 for each additional hour

Parking Rates

Douglas, Harris, Aurora Harbors	Free w/ permit (permits available at Aurora Harbormaster's office)
Statter Harbor – Summer (May, June, July, August, September)	\$1 per hour/\$5 per calendar day
Statter Harbor – Winter (October through April)	Free w/permit (permits available at Statter Harbor office)
Downtown Taku Lot - Summer	\$2 per hour/3 hour limit

Shorepower

Connection Type	Daily Fee
20 amp (120V, 1 phase)	\$6.00
30 amp (120V, 1 phase)	\$9.00
50 amp (208V, 1 phase)	\$25.00
100 amp (208V, 3 phase)	\$86.00
100 amp (480V, 3 phase)	\$198.00

Connection Type	Summer Liveaboard Monthly	Summer Non-Liveaboard Monthly
20 and 30 amp	\$90.00	\$54.00
50 amp	\$180.00	\$108.00
100 amp/208 volt	\$420.00	\$252.00

Connection Type	Winter Liveaboard Monthly	Winter Non-Liveaboard Monthly
20 amp	\$120.00	\$72.00
30 amp	\$162.00	\$96.00
50 amp	\$300.00	\$180.00
100 amp/208 volt	\$720.00	\$420.00

Services Provided

Power

Potable water (Year round downtown and Statter A&B Floats)

Restrooms (Statter Harbor & Aurora Harbor)

Showers (Statter Harbor, Harbor Washboard, Augustus Brown Pool)

Free Sewage pump-out (Aurora, Douglas, Harris, and Statter)

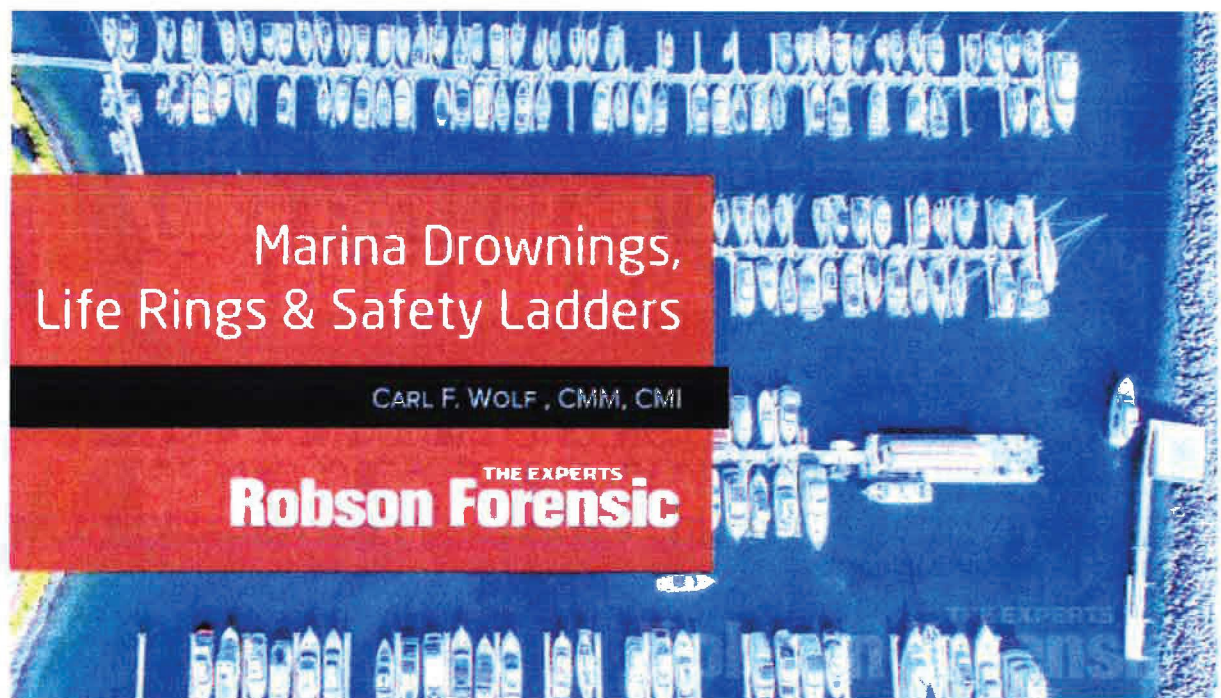
Sewage pump-out cart available at Aurora Harbor.

Harris Harbor Grid (Fee: \$1.00 per foot per day)

Please make Grid reservation at Aurora Harbor Office.

Guidelines, Regulations & Safety Standards Related to Marina Drownings – Expert Research

Marina and Boatyard Safety Expert, Carl F. Wolf, CMM, CMI conducted a research study on drowning incidents in marina waters. The study focused on incidents concerning persons unintentionally falling into the waters of a marina and subsequently drowning. The report does not include people intentionally swimming or jumping into the waters of a marina.



MAGNITUDE AND FREQUENCY OF DROWNING INCIDENTS IN MARINA WATERS CALLS FOR RECONSIDERATION OF GUIDELINES, REGULATIONS, AND SAFETY STANDARDS.

INTRODUCTION

This research project will explore the magnitude and frequency of persons unintentionally falling and subsequently drowning in marina waters, and specifically whether this danger has been properly addressed

In recent years, I have consulted with numerous marinas, both domestic and abroad. The majority of these marinas were located within the United States. Outside of the continental U.S., I have consulted with marinas in regions that include Canada, U.S. Virgin Islands, Bahamas, Panama, Cyprus, and Puerto Rico.

I am the author of the *Marina Policy Guidelines* manual, published in December 2016, by the University of Wisconsin, and was a co-editor of the first edition of the *Marina Operations Manual*, published by the International Marina Institute in 1989. I have taught at various International Marina Institute marina management courses, have been a presenter at the University of Wisconsin's *Docks and Marinas* course, and the Association of Marina Industries *International Marina and Boatyard Conference*. In 2016, I created and continue to present the *Marina 101* course for the International Marina Institute.

Through past experience, I have noticed what I believe to be an under-addressed danger within the marina industry: persons unintentionally falling into the waters of a marina and the inability to rescue those persons in a timely manner. Initially, this research began with a survey of

what guidelines, regulations, and standards already exist for marinas addressing life rings, safety ladders, and fire extinguishers.

My findings indicated that most of the guidelines, regulations, and standards that exist on the use and placement of life rings and safety ladders are limited and ambiguous.

I then shifted my research to see to what extent persons may be unintentionally falling into the waters of a marina. The findings showed that there is an issue of persons not only unintentionally falling into the waters of a marina, but drowning in marinas as well.

This report discusses the findings on unintentional incidents of persons falling into and drowning in the waters of a marina, as well as existing guidelines, regulations, and standards on life-saving equipment to safely rescue those who have fallen into the waters of a marina.

RESEARCH FINDINGS

This research centers on persons unintentionally falling into the waters of a marina and subsequently drowning. The report does not include people intentionally swimming or jumping into the waters of a marina deliberately. During the time that research was being conducted, numerous news reports or marina and boating sources were identified that included information on drownings that took place in or near waterfront facilities or activities. While most of these reports and sources had information on drownings, the majority of the information had specific language indicating that the drownings were related to boating accidents or swimming, neither of which fit the parameters of this project. These reports or sources included, but were not limited to:

- United States Coast Guard; Recreational Boating Statistics, 2016;
- Great Lakes Surf Rescue Project; Statistics;
- Centers for Disease Control and Prevention; Unintentional Drowning, Get the Facts;
- Electric Shock Drowning Incidents; Marinas;
- Global Drowning Tracker online;

- United States Lifesaving Association online; and
- Individual news media sources.

The vast majority of the research conducted was through online databases. Information collected for this project was for the period of 2008 through 2017. Most of the drowning articles found were published online by local newspapers and local news media. A spreadsheet categorizing the findings is included in “Appendix A.” (Appendices available as PDF in ‘Details’ section of this page)

This research has identified 107 drowning cases that fell within the established parameters of the project. Some information, such as the cause of the incident, was either not available or released at the time that an article on that drowning event was published. For information that was not available, those categories are simply identified as “unidentified.”

Refer to Appendix “A” for the detailed information collected on the 107 drowning cases that form the central focus of this paper.

HIGHLIGHTS OF THE DROWNING DATA COLLECTED:

Of the 107 marina drownings that were identified:

- 24 of the drownings or 22% of the drownings identified happened in the first 6 ½ months of 2017;
- Drownings occurred in 34 different states;
- Of the 34 different states identified in this report, 7 of the states:
 - had 46 of the drownings or 43% of the drownings identified;
 - those states with relatively high numbers of drowning incidents are:
 - California, which had 6 drownings;
 - Florida, which had 7 drownings;
 - Georgia, which had 10 drownings;
 - Massachusetts, which had 7 drownings;
 - South Carolina, which had 5 drownings;
 - Texas, which had 6 drownings; and
 - Washington, which had 5 drownings.

The gender breakdown of the drowning victims were as follows:

- 91 were male;
- 15 were female; and
- 1 was unidentified.

Age groups of the victims are:

- Age group 1 to 7 had 8 drownings;
- Age group 8 to 17 had 2 drowning;
- Age group 18 to 29 had 8 drownings;
- Age group 30 to 44 had 17 drownings;
- Age group 45 to 59 had 36 drownings;
- Age group 60 to 84 had 29 drownings; and
- Unidentified age had 7 drownings.

Drownings occurred in all twelve months of the year. The number of victims drowning in each month:

- January had 5 drownings;
- February had 5 drownings;
- March had 5 drownings;
- April had 12 drownings;
- May had 20 drownings;
- June had 9 drownings;
- July had 13 drownings;
- August had 15 drownings;
- September had 9 drownings;
- October had 7 drownings;
- November had 5 drownings; and
- December had 2 drownings.

Number of victims drowning on a seasonal basis:

- Winter (December – February) had 12 drownings;
- Spring (March – May) had 37 drownings;
- Summer (June – August) had 37 drownings; and
- Fall (September – November) had 21 drownings.

Number of victims drowning during the week versus the weekend:

- 48 of the drownings occurred on a weekday (Monday through Thursday); and
- 59 of the drownings occurred during a weekend (Friday through Sunday).

Number of victims drowning during the time of day:

- 13 of the drownings occurred in the morning (6:00 a.m. – 11:59 a.m.);
- 18 of the drownings occurred in the afternoon (noon – 5:59 p.m.);
- 14 of the drownings occurred in the evening (6:00 p.m. – 9:59 p.m.);
- 22 of the drownings occurred in the night (10:00 p.m. – 5:59 a.m.);

- 40 of the drownings happened at an unidentified time.

7 of the 8 children had drowned on a weekend.

Various descriptions of how the person fell into the water:

- Walking on or fell from the docks, 23 persons;
- Embarking / disembarking from boat, 11 persons;
- Working on boat, 6 persons;
- Fell into the water while the boat was being docked, 6 persons;
- Fell out of the boat while in the marina, 3 persons;
- Slipped, 4 persons;
- Loading / unloading boat, 2 persons;
- Playing on docks, 3 persons;
- Being chased by the police, 2 persons;
- Fell out of chair on dock, 1 person;
- Rescuer, drowned, 3 persons; and
- Unidentified reasons, 43 persons.

12 of the drowning victims were persons that lived aboard their boats in the marina.

In summary, persons do fall unintentionally into the waters of a marina for a number of reasons; at different times of the day, week, and year; at any age; and in various states across the country, both coastal and inland. The majority (85%) of the drowning victims were male. Of the victims in which their age was identified, 65% of the victims were aged 45 years or older.

The time of the day was unidentified 37% of the time for drowning victims who entered the water. Causes of drowning incidents were unidentified 40% of the time. Both of these statistics imply that these drowning victims were alone when they entered the water.

PREVENTION

A number of precautionary measures, had they been implemented, may have prevented some of these drownings.

Children should always wear a personal floatation device (PFD) whenever they are near any body of water. Furthermore, when children are in areas where they may be prone to accidentally falling into the water, a responsible individual should always be with them.

When a person is walking the docks, embarking or disembarking from a boat, a “buddy” system should be used. According to the research data, 40% of the drowning victims fell into the water while alone and for unidentified reasons. If the drowning victim would have had a companion, some of these drownings may have been prevented.

Embarking and disembarking from a boat can be a dangerous event, each and every time. If a “buddy” or companion is unavailable, the person on board the boat should consider wearing some type of floatation device, in the unlikely event they would fall into the water. 12 of the victims were identified as persons living aboard their boat, while 11 victims drowned while embarking / disembarking from a boat.

Videos were recovered with respect to 5 of the drowning incidents.

Video cameras are valuable instruments to monitor and record incidents.

From the available information gathered, it appears that these video recordings did not have anyone monitoring the video feeds in real time.

Unless monitored, the videos would be rendered largely useless as a preventative measure in detecting persons falling into the water although the videos still may provide valuable information as to what happened and how it can be avoided in the future.

Life rings should always be readily available at any waterfront facility. A life ring presents the opportunity for someone standing on the dock or pier to assist the person in the water. The potential rescuer may be a non-swimmer or the conditions in the water may be too hazardous for someone to climb into the water to help. Life rings need to be strategically placed so that they are readily accessible. The life rings need to be in good working order, and have enough line to reach persons in the water. The line should also be made of a material which allows it to float on the water. Having this line would allow the thrower the ability to retrieve and throw the life ring again. The floating line allows the swimmer to grab the line in case the life ring is not accurately thrown.

If a person is alone and the fall into the water goes unnoticed, a life ring will not help her or him in getting out of the water. Safety ladders placed throughout the marina could give the person a chance to exit from the water. Exiting from the water in a timely basis could be critical as cold water or other conditions could impair the ability of a person to physically use the ladder.

A combination of life rings and safety ladders at a marina could mean the difference of a person safely getting out of the water or not.

EXISTING MARINA GUIDELINES, REGULATIONS, AND STANDARDS

LIFE RINGS

***Planning and Design Guidelines for Small Craft Harbors, ASCE
Manuals and Reports on Engineering Practices No. 50, Third Edition,
Life Rings:***

“While there are no established federal guidelines for life rings at recreational small craft harbors, state and local codes may require them. For example, Washington State code requires a life ring at intervals not to exceed 60 m (200 ft). However, many facilities provide standard 760-mm (30-in.) life rings at each fire extinguisher cabinet. Where harbor workers are exposed to potential drowning hazards, 29 CFR 1917 Marine Terminals (OSHA 2009) requires that a USCG-approved life ring with at least 27 m (90 ft) of attached line is provided at readily accessible points. According to U.S. Navy guidance (UFC 4-152-01) (NAVFAC 2005), this criterion should be interpreted as one life ring per wharf / pier. Additional life rings are at the discretion of the small craft harbor owner / operator, in accordance with their safety plan, facility usage and users, and insurance requirements.”

29 CFR 1917.26 (f) *First aid and lifesaving facilities:*

“A U.S. Coast Guard approved 30-inch (76.2 cm) life ring, with at least 90 feet (27.43 m) of line attached, shall be available at readily

accessible points at each waterside work area where the employees' work exposes them to the hazard of drowning."

Guidelines for the Safe Operation and Maintenance of Marinas by the National Water Safety Congress:

Throwable Lifesaving Devices and First Aid – (13.1) "At least one throw-type lifesaving device with 60 feet of 3/8-inch diameter rope attached and/or a reach pole should be available on each dock. On docks more than 200 feet long, one device should be located every 200 feet along the dock. Rope should be made of polypropylene or some other floating material."

National Park Service Marina Standards 2016:

"At least one USCG approved throw-type flotation device (with at least 60 feet of 3/4-inch diameter rope attached or a reach pole) is accessible on the fuel dock and every 200 feet on other docks."

Safety and Health in Ports, International Labour Office, Life-saving Equipment, section 3.3.6:

“Adequate and suitable life-saving equipment should be provided and maintained for the rescue of anyone in danger of drowning.”

And “Life-saving equipment should be located at suitable places at intervals of not more than 50 m (164 ft).”

Unified Facilities Criteria (UCF), Design: Piers and Wharves: 7-9.2 Life Rings.

“29 CFR 1917.26, First Aid and Lifesaving Facilities requires that a U.S. Coast Guard approved 30-inch (0.76 m) life ring, with at least 90 feet (27 m) of line attached, shall be available at readily accessible points at each waterside work area where the employees’ work exposes them to the hazard of drowning. Provide a readily available portable or permanent emergency egress ladder giving access to the water within 200 feet (61 m) of work areas.”

State of Washington WAC 296-800-16070: Make sure your employees are protected from drowning:

“Provide approved life rings with an attached line on all docks, walkways, and fixed installations on or adjacent to water more than five feet deep. Life rings must:

Be United States Coast Guard approved 30-inch size.

Have attached lines that are at least 90 feet in length.

Have attached lines at least ¼ inch in diameter.

Have attached lines with a minimum breaking strength of 500 pounds.

Be spaced no more than 200 feet apart.

Be kept in easily visible and readily accessible locations.”

PIANC RecCom WG Report n° 149/part IV – 2017: Guidelines for Marina Design:

“A ratio of one lifebuoy every 30 berths or 50m of length of quay/pontoon is advisable. These have to be putted [sic] on well-marked, visible (at any condition, especially during low or no daylight, bad weather and fog) and well suited pedestal or support, easy to be reached and kept in good order.”

SAFETY LADDERS

Planning and Design Guidelines for Small Craft Harbors, ASCE Manuals and Reports on Engineering Practices No. 50:

“Ladders are generally provided on fixed and floating docks to allow emergency access from the water. In addition, where the tide range and fixed piers may not provide convenient berthing access at all tidal stages, ladders are also provided adjacent to the berths (from the finger piers). According to the requirements of UFC 4-152-01 (NAVFAC 2005), ladders to provide access to fixed piers (or floating docks) from the water should

be provided at a maximum spacing of 120 m (400 ft) on centers [sic] or within 60 m (200 ft) of any work area.

Ladders should be a minimum of 406 mm (16 in.) wide and reach the lowest water elevation anticipated. Retractable or flip ladders may be used as an alternative to fixed ladders to avoid marina fouling of the lower steps, but they can be difficult for a swimmer to reach and pull down in case of an emergency. There are numerous commercially available ladders made typically of marine-grade aluminum or stainless steel.”

Various forms of “lifting ladders” are convenient for floating docks, where they can be kept in the retracted position until needed. For recreational small craft harbors, ladders are generally spaced according to the management’s anticipated needs, clientele usage, and safety plan. They are often placed at the ends of T-heads of finger piers (so as to not affect berthing in the slips), in fairways, or adjacent to bulkheads so that anyone who may fall into the water can easily swim to a ladder without crossing under or through piers and vessels or across main navigable waterways.”

California Code of Regulations: #4405. Working Over Water:

(a) – “Permanently installed or portable ladders available for emergency use shall be provided on all waterfront docks.

- Such ladders shall extend from the face of the dock to the water line at its lowest elevation;
- Spacing between ladder installations shall not exceed 400 feet; and
- The ladder shall be secured to the dock or pier before use.”

29 CFR 1917.26 (f) First Aid and lifesaving facilities:

“A readily available portable or permanent ladder giving access to the water shall also be provided within 200 feet (61 m) of such work areas.”

National Park Service Marina Standards 2016:

“Access ladders are well-maintained and secured, and appropriately located throughout the marina.”

***Safety and Health in Ports, International Labour Office, Quayside
Ladders, section 3.3.5:***

- “Permanent ladders should be provided at the edge of any structure in a port from which persons may fall into deep water to enable them to climb out of the water.”
- “Ladders should be spaced at intervals of not more than 50 m (164 ft) from each other or from steps.”

***Unified Facilities Criteria (UCF), Design: Piers and Wharves: 7-9.1
Safety Ladders.***

“Provide safety ladders from pier or wharf deck to water at a maximum spacing of 400 feet (122 m) or as noted below with regard to life rings. Such ladders should be at least 1 foot 4 inches (0.41 m) wide and should reach to the lowest water elevation anticipated.”

***PIANC RecCom WG Report n° 149/part IV – 2017: Guidelines for
Marina Design:***

“Ladders should be located along quay walls, fixed piers, pontoons, and in whatever place where they could be useful for safety, at a distance of not more of 50 m from each other.”

FURTHER NOTES ON LIFE RINGS AND SAFETY LADDERS

Other interesting notes concerning life rings and safety ladders:

California Code of Regulations: #4405. Working Over Water:

“The dock area immediately adjacent to ladder locations shall be painted a contrasting bright color.”

Safety and Health in Ports, International Labour Office, Quayside Ladders, section 3.3.5:

“Ladders from the water should be conspicuous so as to be easily seen by anyone falling into the water. The tops of the ladder should be clearly visible to persons on the quayside.”

Unified Facilities Criteria (UCF), Design: Piers and Wharves: 7-9.2 Life Rings.

“Co-locate life rings with permanent ladders.”

Governing Authority		Life Ring(s)	Safety Ladder(s)
National Water Safety Congress: <i>Guidelines for the Safe Operations and Maintenance of Marinas</i>	Guideline for marinas	1 device located every 200 feet (61 meters)	
Federal 29 CFR 1917.26	Regulation for first aid and lifesaving facilities	1 device at each waterside work area	Readily available or within 200 feet of work area
National Park Service – Marina (via FOIA request response)	Standard for NPS marinas	1 every 200 feet	Appropriately located throughout marina
California Code of Regulation #4405: <i>Working Over Water</i>	Regulation in work-place		Spacing not to exceed every 400 feet between ladders. Contrasting bright color at ladder locations.
Washington WAC 296-800-16070	Regulation in work-place	Spaced no further than 200 feet apart	
American Society of Civil Engineers: <i>Planning and Design Guidelines for Small Craft Harbors</i>	References regulations: Federal 29 CFR 1917.26 and Washington WAC 296-800-16070	Spaced no further than 200 feet apart / 1 device at each waterside work area	Readily available or within 200 feet of work area
World Organization for Waterborne Transport: <i>Guidelines for Marina Design</i>	Guidelines for marinas	Advisable lifebuoy every 50 meters (164 feet)	Not at a distance more than 50 meters (164 feet) apart
International Labour Office: <i>Safety and Health in Ports</i>	Code of Practice for safety in ports	Life-saving equipment should be located at suitable places at intervals of not more than 50 meters (164 feet)	Ladders should not be spaced at intervals of not more than 50 meters (164 feet) from each other or other steps
Unified Facilities Criteria: <i>UFC 4-152-01, Design: Piers and Wharves</i>	Design criteria for Department of Defense projects	References Federal 29 CFR 1917.26. Co-locate with permanent ladders	Maximum spacing of 400 feet, co-locate with life rings
U.S. Army Corps of Engineers Marinas (via FOIA request response)	None		

FIRE EXTINGUISHERS

Fire extinguishers have little obvious value as a life-saving preventative device for persons who have fallen into the water. However, applicable guidelines as to the location and placement of fire extinguishers may assist the marina industry in identifying where to place life rings and safety ladders. The National Fire Protection Association (NFPA) has specific codes on where fire extinguishers need to be located in a marina. The NFPA codes for marinas are recognized by the American Society of Civil Engineers, an organization responsible for the publishing of *Planning and Design Guidelines for Small Craft Harbors*. Where the NFPA codes describe the placement locations for fire extinguishers within a marina, those locations could be used in defining placement locations for life rings and safety ladders.

National Fire Protection Association (NFPA) 303- 6.1.1.1:

- “shall be installed at the pier/land intersection on a pier that exceeds 25 ft (7.62 m) in length.”

- “Additional fire extinguishers shall be placed such that the maximum travel distance to an extinguisher does not exceed 75 ft (22.86 m).”

Planning and Design Guidelines for Small Craft Harbors, ASCE
Manuals and Reports on Engineering Practices No. 50, Third Edition,
Fire Extinguishers:

“Chemical fire extinguishers for small craft harbors and marine facilities shall be provided as per applicable National Fire Protection Agency (NFPA), state, and local codes and regulations. For small craft facilities, NFPA 303 (2006a) specifies portable fire extinguisher requirements (types and locations), which primarily includes provision of an extinguisher at the head of each dock access point (gangway or pier) and thereafter so that the maximum travel distance to the extinguisher from any point on the docks does not exceed 23 m (75 ft).”

RECOMMENDATIONS

It is my recommendation that a dialogue or discussion commence with a national panel of marina industry experts and companies, such as: marina owners, marina operators, insurance companies, dock manufacturers, aquatics safety expert, and a human factors expert. This panel could be charged with the task of whether or not the placement and use of life rings and safety ladders should be uniformly addressed in the marina industry.

Utilizing research data presented in this report, the following thoughts should be considered:

Create “Safety Centers” within the Marina

Each “Safety Center” is to include:

- A fire extinguisher as described in the appropriate National Fire Protection Association codes;

- A safety ladder; and
- A life ring with a floating line attached.

“Safety Center” location considerations:

- Within 75 feet (22.9 meters) of any point on the main docks / piers or at maximum intervals of 150 feet (45.7 meters) and shall be installed at the pier/land intersection of each pier that exceeds more than 25 feet (7.6 meters) in length. The description of these locations are similar to the placement descriptions of:
 - Fire extinguishers in National Fire Protection Association’s (NFPA) *Fire Protection Standard for Marina and Boatyards 2016 Edition* 303- 6.1.1.1.1;
 - Ladders and life buoys in the *World Association for Waterborne Transport Infrastructure* (PIANC) RecCom WG Report n 149/part IV – 2017, Guidelines for Marina Design; and
 - Quayside ladders and life-saving equipment in the International Labour Office’s *Safety and Health in Ports*.

- While in maximum intervals of 150 feet may be easy to calculate on the deck of a dock or pier, careful considerations need to be discussed, as safety ladders may be considerably further by water. For example:

- A person falling into the water on one side of a floating pier is physically only 8 feet away from a safety ladder placed on the other side of the floating pier. Due to the design and placement of the pontoons of the floating pier, the person cannot swim under the floating pier; and the person either needs to swim around the floating pier or to another safety ladder placed elsewhere in the marina.

Marina Safety Center Identification

Placards or signs next to each safety ladder:

- Placards or signs to include the following language “For emergency use only;”
- One sign is to be placed on the pier, facing upward for persons on the pier; and

- A second sign is to be placed positioned towards the water above the upper rails of the safety ladder.

Each “Safety Center” is to have the surfaced deck area in a bright contrasting color from the rest of the pier and surrounding area above and by water. This bright contrasting color will make the “Safety Center” easier to identify, both from the pier and from the water. The description of the bright contrasting color is similar to the description listed in the California Code of Regulations: #4405 - Working Over Water: “The dock area immediately adjacent to ladder locations shall be painted a contrasting bright color;” and

Include a raised pennant marker which is readily identifiable. This will allow a person to locate a “Safety Center” above the congested view of boat bow pulpits, power pedestals, and dock boxes.

Education

Harbor rules on children wearing personal floatation devices (PFDs) while on the piers and docks, or near bodies of water within the marina;

- Written communications with slip lessees; and employee training programs on the use of life rings and safety ladders.
- Posted; and
- Distributed at the same time the dockage agreement is executed.

References - see appendix B. *(PDF available for download in 'details' section of page)*

FEATURED EXPERTS

Carl F. Wolf, CMM, CMI

Marina and Boatyard Safety Expert

Marina and Boatyard Safety Expert, Carl F. Wolf, CMM, CMI is the author of the Marina Policy Guidelines manual, published in December 2016, by the University of Wisconsin, and was a co-editor of the first edition of the Marina Operations Manual, published by the International Marina Institute in 1989. Carl has taught at various International Marina Institute marina management courses, has been a presenter at the University of Wisconsin's Docks and Marinas course, and the Association of Marina Industries International Marina and Boatyard Conference. In 2016, Carl created the Marina 101 course for the International Marina Institute; he regularly provides instruction for this course.

As a technical expert at Robson Forensic, Carl applies his expertise to a variety of injury and economic loss investigations involving incidents that occur in marinas, boatyards, waterfront facilities, and on boats.

