

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING REVISED AGENDA
For Thursday, December 1, 2011

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

MOTION: TO APPROVE THE AGENDA AS PRESENTED.
- IV. Approval of October 27th, 2011 Regular Board Meeting Minutes.**
- V. Public Participation on Non-Agenda Items** (not to exceed 5 minutes per person, or twenty minutes total time).
- VI. Items for Action.**

- 1. Boom Truck Rates and Use
Presentation by the Harbormaster

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO RECOMMEND A MINIMUM RATE OF \$120 FOR THE FIRST HOUR AND \$60 FOR EACH THIRTY MINUTE INCREMENTS THEREAFTER FOR BOOM TRUCK SERVICES AND CODIFIED IN 05 CBJAC 15 (FEES AND CHARGES) EFFECTIVE APRIL 1, 2012.

- 2. Nordic Tug Sublease
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE TO SUB-LEASE TO ALASKA MEMORIES LLC, DBA NORDIC TUG CHARTERS OF FALL CITY, WA APPROXIMATELY 1455 SQUARE FEET AT JUNEAU MARINE FISHERIES TERMINAL.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, December 1, 2011

3. Naming Process & Public Hearing Date.
Presentation by the Port Director

Board Question

Public Comment

Board Discussion/Action

(A) MOTION: ADOPT THE PROCESS OUTLINED IN THE DOCKS AND HARBORS STANDARD OPERATING PROCEEDURES DATED DECEMBER 1, 2011 ON “NAMING OF FACILITIES AND PROPERTIES”.

(B) MOTION: CONDUCT A PUBLIC HEARING AT THE JANUARY 26, 2012 DOCKS AND HARBORS REGULAR BOARD MEETING FOR THE PURPOSE OF PUBLIC COMMENT ON THE PROPOSED RE-NAMING OF THE DOUGLAS HARBOR.

4. Purchasing Officer – Limitations
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO PROVIDE GUIDANCE TO THE PORT DIRECTOR, AS PURCHASING OFFICER FOR DOCKS AND HARBORS, THE AUTHORITY TO MAKE CONTRACT MODIFICATIONS FOR ENGINEERING SERVICES UP TO \$25K AND EXECUTE CONTRACTS OR PURCHASES UP TO \$100K WITHOUT THE APPROVAL OF THE DOCKS AND HARBORS BOARD.

5. AAHPA Resolutions to assembly
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

(A) MOTION: TO RECOMMEND TO CITY AND BOROUGH OF JUNEAU ASSEMBLY, APPROVAL OF ATTACHED RESOLUTION TO SUPPORT PROPOSED HOUSE BILL 184 REALLOCATING THE “FISHERIES BUSINESS TAX AND FISHERIES RESOURCE LANDING TAX” TO A 75% SHARE TO THE LOCAL MUNICIPALITY FROM CURRENTLY A 50% SHARE TO THE MUNICIPALITY.

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA (CONTINUED)
For Thursday, December 1, 2011

(B) MOTION: TO RECOMMEND TO CITY AND BOROUGH OF JUNEAU ASSEMBLY, APPROVAL OF ATTACHED RESOLUTION SUPPORTING FULL FUNDING OF THE MUNICIPAL HARBOR FACILITY GRANT (AS 29.60.800) FOR FISCAL YEAR 2013.

VII. Items for Information/Discussion.

1. Joint Assembly and Board Meeting
2. Proposed Docks and Harbors Newsletter
3. Waterfront Sales Meeting on December 15th and January 12th
4. Christmas Lighting Contest

VIII. Committee and Board Member Reports

1. Operations Committee Meeting – November 15th, 2011
2. CIP/Planning Committee Meeting – November 17th, 2011
3. Finance Committee Meeting – November 29th, 2011
4. Member Reports

IX. PRAC Representative Report

X. Port Engineer's Report

Mr. Gillette's report is in the packet.

XI. Harbormaster's Report

XII. Port Director's Report

XIII. Assembly Liaison Report

XIV. Committee Administrative Matters

- a. Operations Committee Meeting – December 6th, 2011
- b. CIP/Planning Committee Meeting – December 8th, 2011
- c. Finance Committee Meeting– December 13th, 2011
- d. Board Meeting – January 26th, 2012

XV. Adjournment

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES
For Thursday, October 27th, 2011

I. Call to Order.

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

II. Roll Call.

The following members were present: Greg Busch, Tom Donek, Don Etheridge, Eric Kueffner, Budd Simpson, Wayne Wilson and Michael Williams.

Absent: John Bush and Kevin Jardell

Also present were the following: Carl Uchytel – Port Director, Dwight Tajon –Harbormaster, Mary Becker – City & Borough Assembly Liaison and Dixie Hood – Parks & Recreation Liaison.

III. Approval of Agenda.

Mr. Uchytel asked to add another item under items for information/discussion;

4. Power point presentation on Statter Harbor launch ramp

MOTION by MR.ETHERIDGE: TO APPROVE THE AGENDA AS AMENDED AND ASK UNANIMOUS CONSENT.

The motion passed without objection.

IV. Approval of Previous Meeting Minutes.

Hearing no objection, the minutes of the September 29th, 2011 Regular Board Meeting were approved.

V. Public Participation on Non-Agenda Items.
None

VI. Items for Action

1. Echo Cove Commercial Use Permit

Mr. Uchytel said this is basically a renewal of Coeurs last years Commercial Use Permit. Coeur plans to conduct boat transportation runs out of Echo Cove to Slate Creek Cove during the winter months when weather conditions create unsafe conditions. The transportation runs are planned to begin on November 14, 2011 and continue through April 30, 2012. They have been issued a permit for the last two years and have not had any issues.

Board Question

Mr. Kueffner asked if they would be doing the snow removal.

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES

October 27th, 2011

Page: 2

Mr. Uchtyl said he asked Mr. Eppers what services Docks and Harbor would be required to do and he said nothing.

Mr. Kueffner said he would like the snowplowing in writing.

Mr. Uchtyl said the only other thing that may change in the permit is to bill monthly instead of at the end of the permit.

Mr. Wilson said that it is dangerous to transport passengers off a sandy beach and wanted to make sure they were required to have insurance coverage.

Mr. Etheridge said this is a renewal. Coeur has been doing this in the past and there has been no problems. They have done all the snow removal and everything required in the permit.

Public Comments

None

Board Discussion/Action

None

MOTION by MR KUEFFNER: TO AUTHORIZED THE PORT DIRECTOR TO ISSUE A COMMERCIAL USE PERMIT TO COEUR ALASKA FOR THE USE OF THE ECHO COVE LAUNCH RAMP FACILITY FOR THE PURPOSE OF OPERATING A PASSENGER SHUTTLE FROM ECHO COVE TO THE KENSINGTON MINE FROM NOVEMBER 14, 2011 UNTIL APRIL 30, 2012 AND ASK UNANIMOUS CONSENT.

Motion passed without objection

Mr. Williams said to just make sure to get an e-mail with the snowplowing to be performed by Coeur.

VII. Items for Information/Discussion.

1. Boom Truck Fee Schedule

Mr. Tajon said the boom truck will be arriving in the next couple of weeks. The boom truck fees that Docks and Harbors will be charging will not interfere with the full service providers. Mr. Tajon said Docks and Harbor will operate on a very limited services described in the proposal draft. With the boom truck, the staff will perform a specific pick without unloading everything from storage to access a certain stored items.

Mr. Busch asked if this would be going in front of the finance meeting at a future meeting, and the actual fee recommended amount would be proposed at that point.

Mr. Tajon said yes.

Mr. Uchytel said Docks and Harbors staff wanted to make sure the Board was aware of their actions. The staff will be discussing this with the known boom truck operators in Juneau and invite them to attend the next Board meeting this would be discussed at. Mr. Uchytel said he thought this would just need to go to the next Board meeting with the fee rate.

Mr. Kueffner said because the Finance meeting was cancelled is why he recommended adding the Finance agenda items under Items for Information /Discussion on the Board agenda. He said he recommends after being discussed at this Board meeting to send to the next Board meeting for approval of the fees and not go to the Finance meeting.

Mr. Simpson said this has already been discussed at some length at the Operations Committee too, and most of the Board has already spent enough time on this issue.

Mr. Kueffner said he proposes to just send this to the next Board because it is already going to be in the community for a month.

Mr. Williams said to let the local boom truck operators know there is going to be some action items on boom truck fees at the next Board meeting.

2. Tideland Lease Rent Adjustment (Mt Roberts Tram)

Mr. Uchytel said this is briefing the Board that Docks and Harbors staff is moving forward with the lease rate adjustment recommended by Horan & Company Appraisers. The lease was last adjusted in 2006 to \$104,000. The proposed lease rate is \$300,000. He said he has brought this to the attention of the Mt. Roberts Tram as a courtesy. There is no action item needed from the Board at this time, but wanted the Board to know he was moving forward with this lease adjustment. Docks and Harbors Ordinance and Regulations states the process.

Jim Duncan Jr., Juneau, Ak

Mr. Duncan said he has been with the Tram for the last 15 years, and became General Manager this last summer. He said he did receive a copy of the appraisal. He is concerned with the significant rate increase. This rate will have potential financial ramifications for the Tram. He said he would like to know the process from here. He said he thought the process was that if the appraisal that the CBJ Docks and Harbors had done was not acceptable to the lessee, the lessee can get an appraisal done, and if that is not agreeable, then a third appraisal can be done. If it is still not agreeable, it will go to the Assembly.

Mr. Williams said this is just a process that is moving forward with negotiations. He wanted to let Mt Roberts Tram know that the Docks and Harbors Board and staff wants to work together to find a resolution that will make everyone happy.

Mr. Kueffner said he has represented Mt Roberts Tram in the past and his firm has represented Goldbelt so he would like to recuse himself from this topic.

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES

October 27th, 2011

Page: 4

Mr. Simpson said he has problems with this suggested rate on a number of different levels. He is familiar with property values in the South Franklin area. He said the property values on South Franklin are extremely reduced now from what they would have been in 2006. There is no way an appraisal done today could increase the rate three times its value. He said he says the Docks and Harbors Board has an obligation to be fair to the citizens and businesses in this community, and the \$300,000 proposed lease rent is outrageous. There is no way he would support that figure for an annual lease rate.

Mr. Wilson asked Mr. Simpson if he was talking about an unimproved rate versus an improved rate.

Mr. Simpson said he was talking about two comparable unimproved properties and that is what this appraisal was based on, unimproved property.

Mr. Uchytel verified he is just running a process and is not an appraiser. He wants the process to be fair and equitable.

3. Tideland Lease Rent Adjustment (Tim Smith et al)

Mr. Uchytel said this gets reappraised every 10 years. This is another lease rent adjustment that Docks and Harbors will be moving forward with. This rent would be set at \$11,957.25 annually from \$9,600.00.

Mr. Simpson said this adjustment seems fair.

Mr. Kueffner asked if the Tim Smith lease will have to go back to finance? He said he does not see that is would need to.

Mr. Williams said the Board is just authorizing the Port Director to move forward on this and should have final tuning at the Finance Committee before coming back to the full Board for approval.

4. Power point presentation on Statter Harbor launch ramp.

Mr. Williams said there was questions about the viability of the proposed new Statter Harbor launch ramp at the extreme lowest tides. The question was would Docks and Harbors be improving Statter Harbor boat launch ramp? Docks and Harbors wants to improve the ability to launch at minus tide levels. Where the new launch ramp is proposed, the bottom contours are significantly steeper than the current launch ramp.

Mr. Uchytel said Docks and Harbors has preliminary work to say the new launch ramp will be improved from what is there now. He showed a power point presentation on existing Statter Harbor launch ramp and discussed different tide levels on the ramp. He went on to discuss the new launch ramp tide levels and ramp positioning. Part of funding for the Statter Harbor upland side comes from Federal Fish & Wildlife. The grant has to meet certain criteria for the boat launch facilities.

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES

October 27th, 2011

Page: 5

Mr. Wilson said looking at the slide, at a -1 foot tide, and the larger the boat you're floating, the deeper the boat will set in the water. For loading, you need an increase run out to be able to get your trailer deep enough to launch it for a -2 or -3 tide.

Mr. Uchytel said the design is not completed, but the final design will be better than the existing ramp.

Mr. Wilson asked if the Geotechnical for Statter has been completed yet?

Mr. Uchytel said no.

VIII. Committee and Board Member Reports.

1. Operations Committee Meeting- October 19, 2011

Mr. Busch reported the boom truck fee structure was discussed. The Committee recommended the fee structure be increased to \$120.00 for the first hour and half hour intervals after that. The boat lift fee structure was discussed and the Committee developed questions for the Port Director to look into. The condition report for the Statter Harbor travel lift was discussed and the Port Director was addressing concerns. The Committee received a proposal for a net float barge that would be moored out in front of the Auke Bay loading facility and be available for working on nets. Updates to the proposed resident vessel regulations were discussed and the committee members shared comments and concerns. The Harbormaster had a good report and said the staff is getting ready for the winter season.

2. CIP/Planning Committee Meeting – October 20, 2011

Mr. Williams said the Committee received a letter from Parks and Recreation Advisory Committee as information item. The Committee also received a letter from the Douglas Advisory Board and they were unanimous about naming the Douglas Boat Harbor. Mr. Williams said the naming process would go as follows;

1. Put out in the public for participation
2. Send to Docks and Harbors Board
3. If the Board approves, send to the Assembly for final approval.

The Committee also discussed the condition of the travel lift and haul out operation. The Committee decided losing a haul out is not an option. If that feature is lost, the process to reinstall a haul out would cost astronomical. It would be more cost effective to try to fix the existing travel lift because it is worth a lot of money just being there.

Mr. Williams said the Port Director reported the Alaska Marine Highway vessel will not be using the proposed Juneau location.

3. Finance Committee Meeting – October 25, 2011 – CANCELLED

4. Member Reports-

Mr. Kueffner wanted to know why the parking by City Hall was not opened.

Mr. Tajon said he called City Hall and because of the new parking garage, CBJ will keep that parking area closed.

CBJ DOCKS & HARBORS BOARD
REGULAR BOARD MEETING MINUTES

October 27th, 2011

Page: 6

IX. PRAC Representative Report

Ms Hood reported at the November 9th PRAC meeting, the committee will be reviewing a priority list of Parks and Trails in the Juneau Area to make a selection to forward to the Assembly for the proposal for the 1% sales tax election in October 2012. The proposed areas that Docks and Harbors would have any relationship with or impact would be the Under the Bridge Park, Marine Park, and the Seawalk.

Mr. Kueffner asked when and where the November 9th meeting was going to be?

Ms. Hood said in the Assembly Chambers at 6:00 pm.

X. Port Engineer's Report.

Mr. Uchtyl said Mr. Gillette was on vacation.

Mr. Uchtyl reported a Sealift representative came to Juneau this last week to look at Docks and Harbors facilities. The sealift representative reported that there should be no problem operating the 45 ton sealift at the Auke Bay loading facility.

Mr. Uchtyl said he will be signing the 404 B permit either tomorrow or early next week for the Statter uplands project.

Trucano Construction has started working on the Douglas break water project again.

Docks and Harbors received the permit for work on the two damaged pilings in the Aurora Harbor and installation of a third piling.

Mr. Kueffner asked if Mr. Uchtyl showed the Sealift representative the Statter Harbor launch ramp area to see if the 45 ton sealift would work at that location.

Mr. Uchtyl said he was not there, but the representative said something along the lines of the existing Statter ramp is narrow, but it would probably work.

XI. Harbormaster's Report.

Mr. Tajon reported the Harbor was notified of a significant water leak in Aurora Harbor. The leak was found, but the water was left on for the resident live a boards at that area of the Harbor. Friday the water will be shut off so the repairs can be completed.

Mr. Tajon said the Echo Cove launch ramp is going to be cleaned off by a contractor tonight.

Mr. Busch asked if meters were installed at the head of all the water lines to quickly identify when there is a break?

Mr. Tajon said there are some meters installed there. There was a meter installed at that area, but not a remote reader. There is a remote reader that will be installed.

XII. Port Director's Report.

Mr. Uchytel reported Dwight Tajon, Gary Gillette, Erich Schaal and himself attended the AAHPA(Alaska Association of Harbormaster and Port Administrators) conference in Homer last week. During that event, Phil Benner was awarded the AAHPA Harbormaster of the year award and Dwight Tajon was recognized as CBJ Docks and Harbors Employee of the year.

Mr. Uchytel said he is coordinating a visit for next Friday for four Danish representatives from Copenhagen coming to look at Docks and Harbors cruise ship facilities.

Mr. Uchytel read a thank you letter from the Deputy Commander of the Coast Guard Sector Juneau for the Harbormaster's assistance to the Coast Guard Cutter Anacapa.

XIII. Assembly Liaison Report

Ms. Becker said she will be meeting with Mr. Uchytel Monday of next week. She said she is happy to be the Docks and Harbors Liaison. She said she is pleased to see the activities and things happening in the Juneau Boat Harbors. With Juneau being a fishing community it is important for the Harbors to be fixed, repaired, finished, and ready for the sport and commercial fisherman. She said she would be happy to receive input on what the Board would like her liaison reports to include.

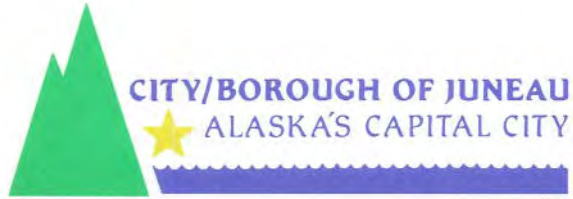
Mr. Williams suggested to send interests in a e-mail to Kevin Jardell and he can get together with Ms Becker.

XIV. Committee Administrative Matters.

1. Operations Committee Meeting – November 15, 2011
5:00 p.m. at the Aurora Harbor Office
2. CIP/Planning Committee Meeting – November 17, 2011
5:00 p.m. in the CBJ Assembly Chambers
3. Finance Committee Meeting – November 29, 2011
5:00 p.m. at CBJ Room 224
4. Regular Board Meeting – December 1, 2011
7.00 p.m. in the CBJ Assembly Chambers

XV. Adjournment.

The Regular Board Meeting adjourned at 8:01 p.m.



Port of Juneau

To: Docks and Harbors Board
From: Dwight Tajon- Harbormaster
Cc: Carl Uchytel- Port Director
Date: September 28, 2011
Re: Boom Truck Operational/ Proposal Fee (DRAFT)

The department purchased a Ford F-750XL equipped with a Series 300c Telescoping Crane through the TIGER Grant for use at the ABCLF or the downtown harbors areas only. The boom truck will be operated by certified harbor staff. The proposed use will be for moving gear belonging to the Harbor customers such as nets, gillnet drums, crab pots or other related gear from the cranes to the nearest storage yard only. We will not be making home pick-ups for delivery to the crane sites.

The only time that the truck may be utilized off site would be for the departments needs such as training, materials pick up for department use or moving materials to work sites where it is needed.

FEES:

When calling around for estimates, most came in with a mandatory operator and charges quoted at \$125.00 to \$150.00 per hour or \$400.00 per day requiring that you be the operator with a Class B CDL. These costs are for pick up and delivery anywhere in the borough but on the contractor's schedule except for the \$400.00 per day price.

(Currently our hoist charges are at .25¢ per minute or \$15.00 per hour.)

Recommendation:

We use the training period after the boom truck arrives near the end of October to provide a free service in order to see what the demand would be before implementing a structured service fee. This will give the staff time to get familiarized with use, CDL qualifications, finding out what more equipment we may need for safe tie-downs and safe work practices.

Fee Proposal:

Since our staff time (Labor Rate) that we charge for boat moving, vessel pump-outs and dock repairs due to damage is at \$60.00 per hour per person, this should be the base rate for the boom truck fee. Our biggest expense will be diesel fuel. The cost is roughly \$4.00 per gallon and the truck has a 50 gallon tank, to fill the tank would cost the department about \$200.00. It should not take more than one quarter tank of fuel to move items from a short distance away to the nearby storage area locations of the downtown area or ABCLF costing \$50.00 per quarter gallon of fuel.

Staff is recommending the total hourly boom truck rate of \$110.00 per hour, minimum of 1 hour. This is due to the limited amount of transporting that will be done ONLY in the nearby crane areas to the immediate storage areas of the same. Anytime after the first hour will be prorated to the nearest half hour. The OPS Committee recommends a higher rate of \$120.00 per hour of use to help recoup the maintenance costs of the truck and prorate to the half hour after the first hour.

This suggested fee proposal would be best set up as a new regulation in 05.CBJAC 15 with an effective date to be April 1, 2012.

Insurance:

The City & Borough is self insured. An approved waiver from Risk Management will be implemented to help protect the department. (See attached)



CITY/BOROUGH OF JUNEAU
ALASKA'S CAPITAL CITY

Port of Juneau

To: Docks and Harbors Regular Board
CC:
From: Carl Uchytel, Port Director
Date: November 30th, 2011
Re: Nordic Tug Charters Sublease proposal

As requested by Nordic Tug Charters a sublease agreement has been drafted. With the square footage of the Nordic Tug Charters area of the sublease being 1,455 square foot, this would bring in an annual rent of \$4,365.00, monthly payments of \$363.75. This is figured at \$.25 per square foot, the same rate as Maritime Hydraulics, who has a sublease in the same general area.

I recommend the Board approves this sublease draft and send to the assembly for final approval.

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

Attachments

Sublease to Nordic Tug, at 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, hereafter "Lessor," "Sublessor," or "City," and Nordic Tug, an Alaska corporation, hereafter "Sublessee" or "Nordic Tug."

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

City: Attn: Carl Uchtyl, CBJ Port Director Docks & Harbors 155 S. Seward St. Juneau, AK 99801 Phone: (907) 586-0294; Fax: (907) 586-0295	Sublessee: Attn: Nordic Tug Charters P.O. Box 496 Fall City, WA 98024 Phone: (206) 919-7887
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PART III. LEASE DESCRIPTION. This lease agreement is identified as **Sublease to Nordic Tug, at Juneau Fisheries Terminal**. The following appendices are attached and are considered a part of this agreement as well as anything incorporated by reference or attached to those appendices. This agreement may be referred to as a "Lease" or "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 B.

PART IV. LEASE EXECUTION. The City and Sublessee agree and sign below. This Sublease is not effective until signed by the City.

City: Date: _____ By: _____ Authorized Representative Rod Swope, City Manager	Sublessee: Date: _____ By: _____ Authorized Representative Joergen Schade
Approved as to content, Docks & Harbors Approved as to Form, Law Department	By: By:

CITY ACKNOWLEDGMENT

State of Alaska)
) ss:
First Judicial District)

This is to Certify that on the ____ day of November, 2011, before Me, the undersigned, a Notary Public in and for the State of Alaska, duly Commissioned and sworn, personally appeared Rod Swope to me known To be the identical individual(s) described in and who executed the Foregoing instrument as the CITY-BOROUGH MANAGER 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 for the State of Alaska
My Commission Expires: _____
(seal)

SUBLESSEE ACKNOWLEDGMENT

State of Alaska)
) ss:
First Judicial District)

This is to Certify that on the ____ day of November 2011, before me, the undersigned, a Notary Public in and for the state of Alaska, duly commissioned and sworn, personally appeared _____ to me know to be the identical individual described in and who executed the foregoing instrument as the PRESIDENT of Nordic Tug a 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; and acknowledged To me that he signed and sealed 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 for the State of Alaska
My Commission Expires: _____
(seal)

Sublease to Nordic Tug, at Juneau Fisheries Terminal

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

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.

AUTHORITY

This Sublease is entered into pursuant to the authority of the City and Borough of Juneau Code. Chapter 85.02.060(a)(5). The Sublease was approved by motion of the Docks and Harbors Board on _____

The Property of this Sublease is part of property leased by the City from the University of Alaska. That lease (“UA Lease”), effective on May 6, 1988, is attached and incorporated as **Exhibit A to Appendix A**. City is bound by the terms and conditions of that lease, and all subleases by City are subject to the approval of the University of Alaska.

The University of Alaska has reviewed and approved the substance of this Sublease, as required by the City’s lease of the Juneau Fisheries Terminal with the University.

TERM

The effective date of this Sublease is November 2011. This Sublease is for 5 years with 3 year renewal options up to May 5, 2021, the date the UA Lease terminates, unless sooner terminated.

OPTION TO EXTEND TERM

Sublessee may apply to extend the term of this Sublease for 3 year periods 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 UA pursuant to the UA lease, Section 3. City shall grant Sublessee’s application for an extension of the term unless Sublessee has, in 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 City’s dissatisfaction with Sublessee’s performance under the Sublease agreement, event if such failures did not result in a termination or attempt to terminate this Sublease for a breach of the contract.

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.

The annual rate may be adjusted no more frequently that every three years. The adjustments shall be based upon the assessment determined by the City Assessor, as further described in Appendix B, “Terms and Conditions of Leases Required by CBJ 53.20.190,” section (2).

No taxes are included in rent; Sublessee is responsible for all taxes, assessments, rates, and charges related to the Subleased Premises.

Sublease to Nordic Tug, at Juneau Fisheries Terminal

Sublessee shall pay all utilities and other services provided to the Subleased Premises.

AUTHORIZED USE OF PROPERTY

The Sublessee's use of the Subleased Premises is restricted to use as a storage area/office.

It is a condition of City's lease with the University 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.

Sublessee's major improvements, as defined in the original Lease Agreement between the CBJ and the UAS, are subject to the University of Alaska approval. Use or development for other than the allowed uses shall constitute a violation of the Sublease and subject the Sublease to cancellation at any time.

SUBLEASE SUBJECT TO TERMS OF CITY'S LEASE WITH UNIVERSITY OF ALASKA

The following terms and conditions of the lease between the City and the University of Alaska (Exhibit A) shall apply to this Sublease between the City and Nordic Tug 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 City, and references to Lessee shall be deemed to refer to Nordic Tug for purposes of incorporation into the terms of this Sublease. References to specific property within the UA Lease, but not contained within the Sublease Premises 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.

UA Lease Section 7: Authorized use and Operation of the Premises

UA Lease Section 8: Improvements, Alterations, and Additions

UA Lease Section 9: Maintenance and Repair

UA Lease Section 10: Liens

UA Lease Section 13: Sublease and use Agreements

13.3 Right to Sublease

13.2 Lessor's Approval Required

In this subsection, references to Lessor shall refer to both City and University of Alaska, and the time periods applicable for review shall apply first to City, then to University. City's approval is required, and subsequent review and approval by University is then required.

UA Lease Section 14: Taxes and Assessments

UA Lease Section 15: Utilities

15.1 Utility Charges

15.2 Access for Utilities

UA Lease Section 16: Eminent Domain

16.1 Termination of Agreement as to Condemned Portion

16.2 Partial Taking; Remainder Usable

16.3 Partial Taking; Remainder Unusable

16.4 Compensation

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.

UA Lease Section 19: Natural Disasters

UA Lease Section 20: Waiver of Breach of Default

UA Lease Section 22: Ownership and Removal of Improvements and Fixtures

Sublease to Nordic Tug, at Juneau Fisheries Terminal

22.1 Improvements and Fixtures

The references to ice-making equipment does not apply to this Sublease.

22.3 Extension of Term for Removal of Fixtures

22.4 Approval for Removal of Improvements Required

22.5 Lessor's Election to Require Lessee to Remove the Lessee's and Sublessee's Leasehold Improvements

22.6 Restoration and Surrender of Premises

22.7 Indemnification

22.8 Reimbursement for Improvements Installed by Lessee

UA Lease Section 24: Consent Not Unreasonably Withheld

UA Lease Section 25: Holding Over

UA Lease Section 26: Access to Premises by Lessor

UA Lease Section 27: Quiet Enjoyment

27.1 Lessee's Right to Quiet Enjoyment

UA Lease Section 28: Disclaimer of Warranty

UA Lease Section 32: Miscellaneous

INDEMNITY

Nordic Tug shall perform all of its obligations and carry on all of its Operations and activities entirely at its own risk and responsibility. Nordic Tug agrees to indemnify, defend, and save City and University of Alaska, its Board of Regents, officers, agents, and employees harmless to the maximum extent allowable under Alaska law 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 Nordic Tug hereunder, whether the same arises before or after completion of Nordic Tug's activities or expiration of this Sublease, except for injury intentionally caused by City or the University.

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, Nordic Tug agrees to provide City and the University as much of the agreed upon indemnification as allowed by law.

TERMINATION AND DEFAULT

This Sublease may be terminated in whole or in part, at any time, upon mutual written agreement by Nordic Tug and the City. If Nordic Tug has granted a security interest in this Sublease to any lender, or has entered into any sublease, the consent of such lender and such sublessee, as applicable, to a termination of this Sublease shall also be required.

If Nordic Tug shall default in the performance or observance of any of the Sublease 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 Nordic Tug of the conditions warranting default, or if such default requires more than 30 days to cure, Nordic Tug has not commenced the cure within 30 days of City's notice and does not thereafter diligently proceed to complete such cure, the City may subject Nordic Tug to appropriate legal action including, but not limited to, forfeiture of the Sublease. No improvements may be removed by Nordic Tug or other person during any time Nordic Tug is in default. Nordic Tug shall immediately provide a copy of any notice of default given to Nordic Tug to any lender holding a security interest in Nordic Tug's interest in this Sublease and to any sublessee.

INSURANCE

Nordic Tug shall, during the entire term of this Sublease, keep in full force and effect a policy of public liability and property damage insurance with respect to Sublessee's use of and operations at the Subleased Premises.

(a) Commercial General Liability Insurance:

Nordic Tug shall maintain with an insurance company acceptable to the City and Borough Risk Manager, insurance for not less than \$2,000,000 per occurrence limit and annual

Sublease to Nordic Tug, at Juneau Fisheries Terminal

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 Nordic Tug engaged in work Under this Sublease, Workers' Compensation Insurance and Employer's Liability Insurance in accordance laws of the State of Alaska. Nordic Tug 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 HUNDRED THOUSAND 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:**

Nordic Tug shall maintain automobile liability coverage, and, if necessary, commercial Umbrella liability insurance with a limit of not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000) each accident. Such insurance shall cover liability arising out of Any auto including all owned, hired, and non-owned vehicles. Coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent Liability coverage. If necessary, the policy shall be endorsed to provide contractual liability Coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

The University of Alaska, City's Lessor, has the right under the Lease to change or increase the insurance requirements over time, as appropriate to industry standards, Any such change or increase in insurance requirements shall be made by the City in writing to Nordic Tug and Nordic Tug shall have 60 days to acquire and provide proof of required insurance to City. 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 Nordic Tug agrees that it will, within 5 days, reimburse City.

The above policies shall name City and the University of Alaska as additional insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving City 31 days' prior written notice.

Nordic Tug shall provide City with a certificate of insurance on a form to be provided by the City 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 Nordic Tug 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.

Nordic Tug understands that neither City nor the University of Alaska carries fire or other casualty insurance on the Subleased Premises or improvements located thereon belonging to Nordic Tug, 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.

Sublease to Nordic Tug, at Juneau Fisheries Terminal

APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ 53.20

All references to Lessee, Lessor, and Lease shall be deemed to apply to Sublessee, City and this Sublease respectively.

Responsibility to Properly Locate on Leased Premises.

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

Approval of Other Authorities.

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

Term and Conditions of Leases Required by CBJ 53.20.190.

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

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

(2) *Adjustment of Rental.* The Lessee agrees to a review and adjustment of the annual rental payments by the City not less often than every fifth year beginning with the rental due after completion of each review period. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the City and Borough has right or title excluding landfill placed upon the land by the Lessee except that the value of any improvements credited against rentals shall be included in the value. The Lessee may protest the adjustments to City, and if denied wholly or in part, an appeal may be taken to the assembly. The decision of the assembly shall be final.

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

(4) *Assignments.* Any Lessee may assign the lands leased to him; provided, that the proposed assignment shall be first approved by City. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the underlying lease which may be made applicable to the assignment are hereby incorporated into the assignment.

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

Sublease to Nordic Tug, at Juneau Fisheries Terminal

(6) Cancellation and Forfeiture.

- (A) The lease, if in good standing, may be canceled in whole or in part, at any time, upon mutual written agreement by the Lessee and City.
- (B) City may cancel the lease if it is used for any unlawful purpose.
- (C) If the Lessee shall default in the performance or observance of any of the lease terms, covenants, or stipulations thereto, or of the regulations nor 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 and Borough without remedy by the Lessee of the conditions warranting default, the City and Borough may subject the Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by the Lessee or other person during any time the Lessee 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 City with the approval of the assembly constitute grounds for cancellation.

(7) Notice of Demand. Any notice of demand, which under the terms of a lease or under any statute must be given or made by the parties thereto, shall be in writing, and be given or made by registered or certified mail, addressed to the other party at the address 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 hereinbefore provided.

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

(9) Entry and Reentry. In the event that the lease should be terminated as hereinbefore provided, or by summary proceedings or otherwise, or in the event that the demised lands, or any part thereof, should be abandoned by the Lessee during the term, the City or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of the lands 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 lease.

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

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

(12) Written Waiver. The receipt of rent by the City with knowledge of any breach of the lease by the Lessee or of any default on the part of the Lessee in observance or performance of any of the conditions or covenants of the lease, shall not be deemed to be a waiver of any provisions of the lease. No failure on the part of the City to enforce any covenant or provision therein contained, nor any waiver of any right 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

Sublease to Nordic Tug, at Juneau Fisheries Terminal

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 to the Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the City.

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

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

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

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to the Lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to the Lessee preceding if Lessee placed such improvements and/or chattels on the lands, after deducting the City and Borough 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 manager are received, title to such improvements and/or chattels shall vest in the City and Borough.

(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 and Borough.

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

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

(18) *Condition of Premises.* The Lessee shall keep the premises of the lease 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 leased lands. The Lessee shall not undertake any activity which causes or increases a sloughing off or

Sublease to Nordic Tug, at Juneau Fisheries Terminal

loss of surface materials of the leased land.

(19) *Inspection.* The Lessee shall allow an authorized representative of the City and Borough to enter the leased land for inspection at any reasonable time.

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

(21) *Rights-of-Way.* 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 and Borough to do so. If the City grants an easement or right-of-way across any of the leased land, the Lessee shall be entitled to damages for all Lessee-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 Lessee for loss of use.

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

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

**City and Borough of Juneau
Docks and Harbors
Standard Operating Procedure**

NAMING OF FACILITIES AND PROPERTY

Effective Date: 1 December 2011

Purpose: To promulgate guidance for the naming of Docks and Harbors owned facilities and properties.

Authority: CBJ ordinance does not prescribe any process in the naming of CBJ owned property. Customary practice calls for Assembly resolution of named CBJ property.

Policy: A sound naming policy can add meaning, significance, and uniformity to the properties owned by the Docks and Harbors by developing names that embody the value and heritage of the local community.

Procedure:

1. The selection of a name that is purposeful, suitable and symbolic should be approached in a systematic and creative way. This process can generate opportunities to (1) induce a dynamic community impact, (2) express appreciation, (3) create sensitivity and lasting public relations, and (4) educate.
2. Docks and Harbors will follow two separate naming procedures, one for real property (i.e. tidelands), facilities (i.e. harbors, docks, boat ramps); and one for consumable property (i.e. small boats, vehicles, equipment). When naming real property and facilities, Assembly action is required. When naming consumable property, a similar process will be followed with the exception of the Board taking final action.

3. The policy for naming after people or organizations will be as follows:

- A. Living People or Organizations
 - a. When 50 percent of the value of the property, facility or land is donated by the person or organization; or
 - b. When “substantially all” of the development is donated by the person or organization; or
 - c. When a major contribution has been made by the person or organization to the community and/or when instrumental in acquiring or developing the property.

B. Deceased People. When it is appropriate to name property, facility, harbor or real property in honor of deceased person, it should be a person who has made a major contribution to the community and/or who has been instrumental in acquiring or developing the property or facility. The name of a deceased person for a property or facility cannot be considered until 36 months after the date of death of that person.

6. Naming requirements for facility, harbor or real property:

- A. Name conforms to above policies.
- B. Public hearing is held.
- C. It is approved by two-third majority of the Docks and Harbors Board.
- D. For land or facility names, it is approved by the City & Borough of Juneau Assembly.

7. Naming requirements for Docks & Harbors property (boats, vehicles etc.) :

- A. Name conforms to above policies.
- B. Public hearing is held.
- C. It is approved by two-third majority of the Docks and Harbors Board.

8. Renaming memorial facilities, or adding names to memorial facilities will be prohibited.

Port of Juneau

Resolution No. 2011-XX

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU IN SUPPORT OF FULL FUNDING FOR THE STATE OF ALASKA MUNICIPAL HARBOR FACILITY GRANT PROGRAM IN THE FY 2013 STATE CAPITAL BUDGET.

Whereas, the Assembly of the City and Borough of Juneau recognizes the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

Whereas, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities; and

Whereas, these harbor facilities are ports of refuge and areas for protection for ocean-going vessels and fishermen throughout the State of Alaska, especially in coastal Alaskan communities; and

Whereas, the State of Alaska during the past 10 years has transferred ownership of most of these State owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

Whereas, the municipalities took over this important responsibility even though they knew that these same harbor facilities were in poor condition at the time of transfer due to the State's failure to keep up with deferred maintenance; and

Whereas, consequently, when local municipal harbormasters formulated their annual harbor facility budgets, they inherited a major financial burden that their local municipal governments could not afford; and

Whereas, in response to this financial burden, the governor and the Alaska Legislature passed legislation, supported by the Assembly of the City and Borough of Juneau, to create the Municipal Harbor Facility Grant program, AS 29.60.800; and

CITY AND BOROUGH OF JUNEAU

RESOLUTION NO. 2011-03

Whereas, the Assembly of the City and Borough of Juneau, is pleased with the Department of Transportation and Public Facilities administrative process to review, score and rank applicants to the Municipal Harbor Facility Grant Program, since State funds may be limited; and

Whereas, for each harbor facility grant application, these municipalities have committed to invest 100% of the design and permitting costs and 50% of the construction cost; and

Whereas, completion of these harbor facility projects is all dependent on the 50% match from the State of Alaska's Municipal Harbor Facility Grant Program; and

Whereas, during the last 5 years the Municipal Harbor Facility Grant Program has been fully funded only once; and

Whereas, during the last 5 years the backlog of projects necessary to repair and replace these former State owned harbors has increased to over \$90,000,000.

Now therefore be it resolved, that the Assembly of the City and Borough of Juneau urges full funding by the Governor and the Alaska Legislature for the State of Alaska's Municipal Harbor Facility Grant Program in the FY 2013 State Capital Budget in order to ensure enhanced safety and economic prosperity among Alaskan coastal communities.

Passed, Approved and Adopted by the Assembly of the City and Borough of Juneau on this _____.

Bruce Botelho, Mayor

ATTEST: _____
Laurie Sica, Municipal Clerk

Port of Juneau

Resolution No. 2011-XX

A RESOLUTION OF THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU IN SUPPORT OF HOUSE BILL NO. 184 RELATING TO THE SHARING OF TAX REVENUES FROM THE FISHERIES BUSINESS TAX AND FISHERY RESOURCE LANDING TAX WITH MUNICIPALITIES.

Whereas, the Assembly of the City and Borough of Juneau recognizes the majority of the public boat harbors in Alaska were constructed by the State during the 1960s and 1970s; and

Whereas, the State of Alaska during the past 10 years has transferred ownership of most of these State owned harbors, many of which were at or near the end of their service life at the time of transfer, to local municipalities; and

Whereas, local municipalities are in need of additional funding to repair and in many cases replace the components in these former State owned harbors; and

Whereas, these harbor facilities represent critical transportation links and are the transportation hubs for waterfront commerce and economic development in Alaskan coastal communities, especially for those directly supporting the commercial fishing industry; and

Whereas, under the current tax system, the State shares revenues generated from the fisheries business tax and the fishery resource landing tax with the local municipalities where the fish are first landed/or processed with 50% of the funds provided to the local municipalities; and

Whereas, under the provisions of House Bill No. 184, the local municipalities' share of the revenues generated from the fisheries business tax and the fishery resource landing tax would increase to 75%, with the intent that the additional revenue would help maintain and improve the harbor facilities.

CITY AND BOROUGH OF JUNEAU

RESOLUTION NO. 2011-02

Now therefore be it resolved that the Assembly of the City and Borough of Juneau supports House Bill No. 184 and urges passage by the Alaska Legislature and Signature by the Governor.

Passed, Approved, and Adopted by the Assembly of the City and Borough of Juneau on this _____.

Bruce Botelho, Mayor

ATTEST: _____
Laurie Sica, Municipal Clerk

Alaska State House of Representatives

Interim:

202 Saint Michaels
Wrangell, AK 99929
Phone: (907) 874-3088
Fax: (907) 874-3055
Toll-Free: (800) 686-3824

**Session:**

State Capitol, Room 408
Juneau, AK 99801-1182
Phone: (907) 465-3824
Fax: (907) 465-3175

Sponsor Statement from:

Representative Peggy Wilson *House Majority Whip, R - District 2*

RELEASED: March 23, 2011, v27-LS0576-D

CONTACT: Rebecca Rooney, 465-4858

HB184 - Refund Of Fish Business Tax To Municipalities

"An Act relating to the sharing of tax revenue from the fisheries business tax and fishery resource landing tax with municipalities; and providing for an effective date."

Status: PREFILE RELEASED >> (H) CRA : 2011-03-09

HB 184 deals with two different fisheries taxes paid by either buyers or processors. The first is the Fisheries Business Tax and the second is the Fisheries Resource Landing Tax. This bill will not change the taxes levied. This bill deals with the distribution of the tax revenue once it is collected.

The Fisheries Business Tax is a tax on fish processed in Alaska and the Fisheries Resource Landing Tax is a tax on fish processed at sea beyond state waters and first landed in Alaska.

Under the current system funds generated by the Fisheries Business Tax and the Resource Landing Tax on fish processed/landed inside a municipality are divided equally between the state and the municipality. If the processing/landing occurred within an incorporated city inside a borough, the 50% is divided between the two entities. If the processing occurred outside of an incorporated city the 50% goes entirely to the borough.

On fish that are processed or landed outside of any municipal or borough boundaries half of the tax revenue goes to the general fund (state) and the other half goes to the Department of Commerce, Community and Economic Development (DCCED). The department distributes its share among fishing communities in Alaska according to a formula that proportionally allocates the tax based on the pounds of fish processed in 14 different Fisheries management Areas. The percent that goes to each fisheries management Area is then split between the communities by a locally determined formula apportioning equal community shares and per capita shares. This formula will not change with HB 184.

HB 184 will change the percentages. Currently the funds generated by the taxes are split evenly between the state and the places it was processed or landed. With this bill if the processing/landing occurred within an incorporated city 75% goes to the city and 25% goes to the state. If the processing/landing occurred inside a city inside a borough, the 75% is divided between the two entities. If the processing occurred

outside of an incorporated city the 75% goes entirely to the borough.

Over the past 20 years the State has been divesting itself of expensive port and harbor infrastructure. This real estate has transferred to municipalities and boroughs. The state attempted to make sure that the transferred ports and harbors were in good shape when they transferred. In many cases the transfer took much more time than expected so the money allocated for deferred maintenance was not enough to cover the required repairs. Many ports and harbors which are the support infrastructure for our commercial fisheries are rundown and in need of major maintenance if not complete rebuilds. The additional share of the fisheries taxes will not solve this problem but will help maintain and improve the infrastructure used not only by our commercial fishermen but also by our sports and leisure residents.

HB 184 also deals with the revenue from another area of the Fisheries Business Tax revenue from fish that are landed in a municipality but sent out of state "unprocessed". Currently, these funds are treated the same as for fish processed outside of a municipality: 50% to the general fund (state) and 50% to DCCED to be distributed across all Fisheries Management Areas. With HB 184 the split will be 25% (state)/75% (municipalities).

The Department of Revenue's definition of processing in 15 AAC 75.300 does not include "decapitating shrimp and gutting, gilling, sliming, or icing a fisheries resource." The Fisheries Business Tax paid on a growing amount of fisheries resources is not returning to the municipalities where the resource was landed and handled. This includes troll-dressed salmon rushed to fresh markets in the Lower 48, halibut sent out by truck to be processed elsewhere, and other live or whole seafood exported directly to customers outside of the state. This is clearly a case where the market is functionally growing away from the tax system.

Another problem with the distribution system for taxes paid on exported live and unprocessed fish is because the fish are not technically "processed" in the community. The ports where the product is landed do not even qualify to receive a portion of the redistribution under the DCCED formula, which is allocated based on processed poundage. In effect, a community, that produces high value fresh and live fish, is unable to collect even a fraction of the tax, and cannot qualify in the future unless they elect to produce a lower value product.

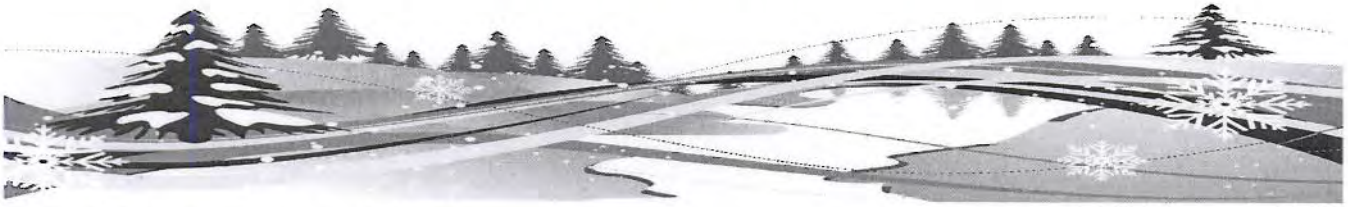
HB 184 would, in addition to changing the split between the state and the municipalities, direct the Fisheries Business Tax revenue on these "unprocessed" fisheries resources back to the incorporated port of landing and or the borough where they were landed. This will help more accurately and fairly cover the cost of building and maintaining the infrastructure utilized in generating the tax.

The state has been encouraging the export of high-value fresh and live fish, yet our current tax structure denies a municipality that engages in this high-value marketing its direct tax share. By tying Fisheries Business Tax revenue return directly to the municipality where the landing occurred, HB 184 ensures that ports are compensated fairly for their efforts and the revenues they generate.

###

House Majority Press: <http://www.housemajority.org/spon.php?id=27hb184-138>

Newsletter



2 December 2011

Docks & Harbors

Docks and Harbors Meetings:

Operations Meeting

December 6, 2011 at 5:00 pm at the Aurora Office.

Waterfront Sales Meeting

December 15th, 2011 and January 12th, 2012.

Regular Board Meeting

January 26th, 2012 at 7:00 pm at CBJ Assembly Chambers.

Upcoming Events:

Christmas Ship Lighting Contest - Docks and Harbors is having a Juneau Community event to encourage Harbor patrons to decorate recreational and commercial vessels through encouragement of a Harbor-wide contest.

Waterfront Vender Booth outcry auction February 23rd, 2012. Bid application and deposit need to be in by February 10th, 2012 at 4:30 p.m.

Port Director Corner

Thank you for taking time to read this inaugural Docks & Harbors Newsletter. The Port of Juneau supports a diversity of users groups from the recreational boater to commercial fisherman to the cruise/tourism industry to waterfront property leases. The goal of this newsletter is to provide a means to communicate with the Juneau Community. We are all busy in our daily lives, and hopefully, a periodic newsletter will enable you to stay abreast to CBJ waterfront activities and information. My vision for the electronic newsletter is to be short, no more than 2 pages, with hyperlinks to allow users to drill down for more information. We have not decided on the periodicity of the newsletter but on the scale of "weeks" and "not days" to avoid the perception of getting spammed. You can sign up for future updates simply by going to subscribe at the bottom of this page and you will receive updates when future newsletters are posted.

Project Updates by the Port Engineer

• New Visitor Center Under Construction

Docks and Harbors is currently constructing a new visitor Center at the site of the former visitor center north of the Mt. Roberts Tram. The new facility will feature a building of approximately one thousand square feet; a colorful plaza with landscaped planters; a covered area with benches and tables; a covered waiting area at the bus loading zone; and a "Welcome to Juneau" Sign. In addition, two art pieces will be installed including a painted mural by Arnie Weimer and a metal sculpture by Lisa Rickey. The facility will be ready for occupancy at the start of the 2012 tour season.



Renaming

Douglas Harbor:

The Douglas Advisory Board has requested Docks and Harbors rename Douglas Harbor the "Michael Pusich Harbor Facility". January 26th 2012 Board Meeting will have a Public Hearing on the renaming.

Port of

Copenhagen: Four representatives from the Port of Copenhagen visited Juneau on November 4th to capture cruise ship terminal best practices in preparation for new berths in Copenhagen. It was a very successful visit.

For More Information

visit our webpage at www.juneau.org/harbors

Project Updates by the Port Engineer

• New Cruise Berths Update

Two new floating cruise berths are planned for construction at Cruise Ship Terminal and Alaska Steamship Wharf in downtown Juneau. The project often referred to as 16B is currently in the final design and permitting phase. Applications have been submitted to the CBJ Community Development Department for a Conditional Use Permit and to the Army Corp of Engineers for a Section 404(B) Permit under the Clean Water Act. It is anticipated that the project would be bid in mid 2012. The south berth would be constructed beginning October 2013 and completed by May 2014 and the north berth would begin October 2014 with completion May 2015.

• DeHart's Replacement Under Way

The former DeHart's Marina, now owned by the CBJ Docks and Harbors, will be replaced with a new moorage facility at Statter Harbor. The project received a five million dollar legislative appropriation this year. Two new head floats and fingers will accommodate up to sixty six vessels. The float system is being constructed to include a new fuel float constructed, installed and operated by Petro Marine Services. The facility is scheduled to begin construction October 2012 with completion by May 2013.

News from the Administration

2012 Launch ramp permits are available at the Harbor offices, they make great Christmas presents.

Commercial Fisheries News

See www.marineadvisory.org/ayfs for information on the state-wide Alaskan Young Fisherman's Summit to be held February 13-14 in Juneau.

AK Department of Labor reminds commercial fisherman that hiring youth under 16 years of age is prohibited, unless the boat is operated by a parent.

Docks & Harbors is working to provide an anchored 140 foot by 40 foot barge to be used as a commercial "net float" near the Auke Bay Loading Facility. The arrangement will be a two year trial and commercial fisherman should see the "net float" as early as January.

Harbormaster Reports

Winter has arrived!

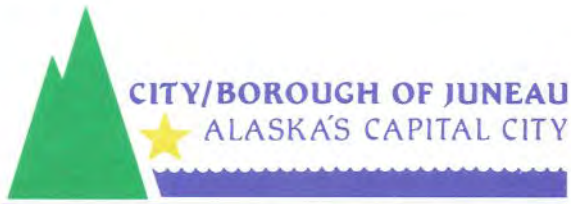
During the winter months make sure to check your boats often to clear snow and look for possible frozen through hull fittings.

Contacts

Port office 586-0292

Aurora Harbor Office 586-5255

Auke Bay Office 789-0819



Port of Juneau

November 30, 2011

To: Tour Vendors and A/B Zone Permit Holders

Re: Changes to the Juneau Cruise Dock Facilities

The City and Borough of Juneau Docks and Harbors Department is in the midst of significant facility upgrades at the downtown cruise ship docks. In May 2011 the new Port/Customs Building was completed and a new Visitor Center is now under construction with completion set for May 2012. The next phase of work will be the reconfiguration of the Cruise Terminal Staging Area in front of the Visitor Center and Mt. Roberts Tram (see Attachment A). This project is scheduled to begin in the fall of 2012 and be completed by spring 2013. Following this work, construction will begin on two new floating berths (see Attachment B). The south berth (Cruise Ship Terminal) would begin construction in the fall of 2013 with completion in the spring of 2014. The north berth (Alaska Steamship Wharf) would begin construction in the fall of 2014 with completion in the spring of 2015. There are no proposed changes to the existing uplands facilities serving the north berth.

The planned upgrades will be phased over an extended period of time such that disruption to the normal summer season operations is minimized. The planned improvements address a number of issues relating to the existing facilities including replacement of the current berths due to age and condition, the need for improved maritime security, better public access throughout the site, improved safety, reduced congestion, and the need to berth two post Panamax (1,000+/- foot) cruise ships.

As a result of the new facilities, changes will be occurring regarding the operations of the vehicle staging areas and the tour sales vendor booth locations. During the 2012 season no changes will occur with the vehicle staging area other than a new covered loading structure will be completed in front of the new Visitor Center.

Beginning in 2012 and through the 2013 season tour vendor booths will be located in two locations. The current location of vendor booths in front of the new Port/Customs Building will remain (see Attachment A). With the construction of a new Visitor Center the booths that formerly were adjacent to the old Visitor Center and at the pedestrian way in front of the Tram will be relocated and placed in the new plaza next to the Visitor Center (see Attachment A).

In 2013 the Cruise Ship Staging Area reconfiguration will be completed providing angled A Zone staging and B Zone spaces on the Visitor Center side of the site, new A/B Zone spaces on the Tram side of the facility, and two taxi spaces on the Tram side of the site to replace the existing two spaces on the road which will be eliminated.

Tour Vendors and A/B Zone Permit Holders

November 28, 2011

Page 2 of 2

In 2014 the new south berth and a new lightering float will be complete such that all passengers will disembark at a new location seaward of the Visitor Center (passengers will no longer be lightered to the IVF). The plan is to eliminate one set of vendor booths and provide booths at a location immediately shoreward of the new disembarkation point (see Attachment A). This will provide improved visibility for vendors at the point of passenger disembarkation and be close to the Visitor Center for referral. The vendor booths currently located at Marine Park will be unaffected.

In an effort to better explain the planned improvements, operational changes and ordinance regulations, the Docks and Harbors Department will host an information meeting on December 15, 2011 at 3:00pm and again on January 12, 2012 at 9:00am in the Assembly Chambers at 155 South Seward Street in Juneau. If you are not able to attend in person you may make arrangements to participate by phone (call Teena Scovill at 586-0292 for instructions).

The above information is provided for your consideration and to assist you in planning your operations in the upcoming years as construction of these projects takes place. If you have questions, comments, or need further information please contact me at your convenience.

Sincerely,

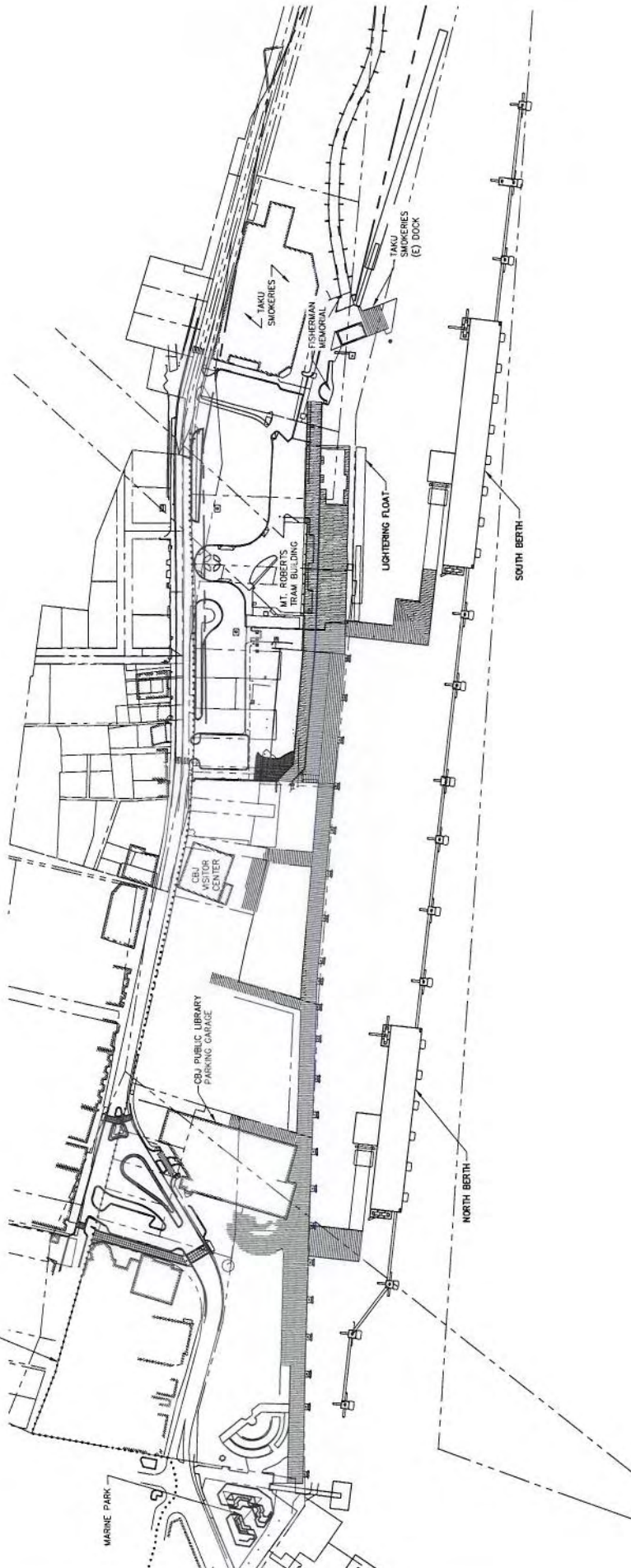
Carl Uchytel, Port Director

Phone: 907-586-0294

E-Mail: carl_uchytel@ci.juneau.ak.us



HISTORICAL DISTRICT
BOUNDARY



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Juneau, Alaska 99801
Phone: 907-586-2993
Fax: 907-586-2099
www.pnd-inc.com

**PORT OF JUNEAU
CRUISE SHIP BERTHS**



DESIGN: PND
CHECKED: CDS
DRAWN: KLL
APPROVED: CDS

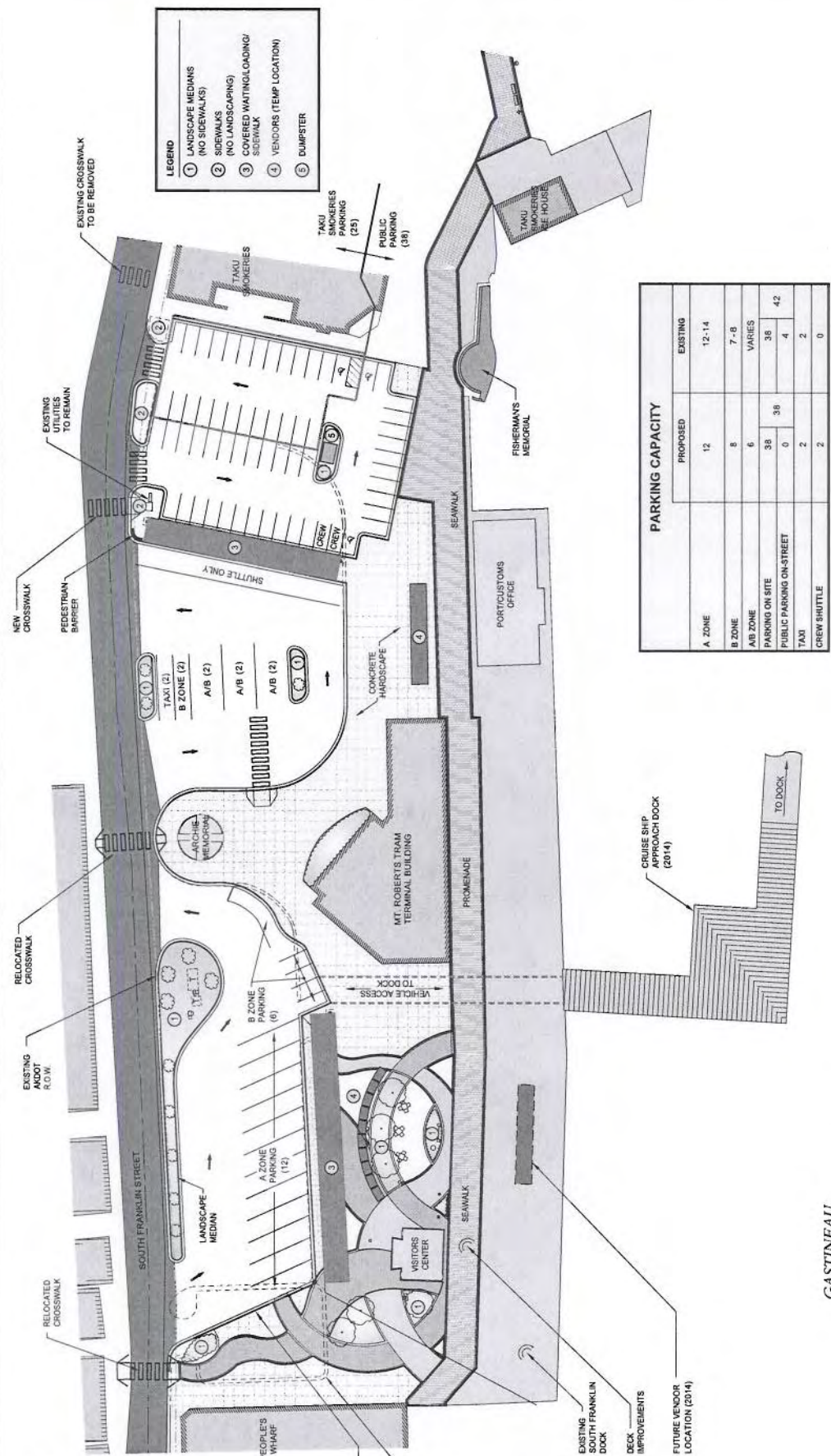
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SITE PLAN

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PLAN PROJECT NO. 102050.01 REV. PLS.



GASTINEAU CHANNEL

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Christmas Ship Lighting Contest

Who: Collaboration of Juneau Chamber of Commerce, CBJ Docks & Harbors, Juneau Yacht Club and local businesses sponsorships ("Collaboration").

What: Juneau community event to encourage harbor patrons to decorate recreational and commercial vessels through encouragement of harbor-wide contest.

When: Each evening from 5PM to 10 PM on December 22, 23 & 24.

How: Interested harbor patrons will have their vessels decorated during the periods noted above.

Judges appointed by the Collaboration will evaluate vessels at each of the four harbors (Aurora, Harris, Douglas, Auke Bay and Fisherman's Bend) during any portion of the time noted above.

Advertising: The Collaboration will market the event through PSAs, Juneau Empire/Capital City Weekly ads, Yacht Club and bulletins posted in public locations (i.e. Harbors bulletin boards, Fred Meyers, Libraries, etc) .

Prizes: The Collaboration will solicit cash and donated prizes from appropriate local businesses with the goal of providing a minimum of three prizes each for the recreational category and the commercial category.

Proposed Judges:

- Mayor Botelho (or his representative)
- Assemblywoman Mary Becker (or Assembly alternate)
- Cathie Roemmich (or Chamber representative)
- Kevin Jardell (or Docks and Harbors representative)
- Tim McLeod (or AELP representative)
- Greg Fisk (or commercial fisheries representative)
- Budd Simpson (or Juneau Yacht Club representative)
- Senator Egan (or Rep Munoz or Rep Kerttula)
- Representative from Fred Meyer, Western Auto, Starbucks/Heritage Coffee
- Representative from Coast Guard Sector Juneau (or Coast Guard District)
- JSD Superintendent Gelbrich (or JSD representative)
- Lorene Palmer (or Juneau Convention & Visitor's Bureau representative)

Judging Criteria: Each judge will be provided a ballot to allocate 25 points for each category (recreational or commercial). The judges can award 25 points to one vessel or one point to each of 25 vessels or any combination in between. The judges shall be afforded the greatest discretion in scoring. The judges should recognize the following characteristics: creativity, detail, Christmas spirit, luminescence and imagination. Each judge shall deliver or fax ballots to the Port Office NLT noon on Monday December 26th. The Port Office will announce the winner via a press release on Tuesday December 27th.

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

Project	Status	Schedule	Contractor	Notes
Auke Bay Loading Facility - Phase I				
Conveyance - ADNR Land - Facility	Submitted	Winter 2011		Awaiting completion of survey
Conveyance - ADNR Land - Mitigation	Submitted			Awaiting action by ADNR
Auke Bay Loading Facility - Phase II				
Reporting	On-Going		Staff	
Construction	In Progress	Mar 2011-Aug 2011	SE Earthmovers	Working on punch list items
Boom Truck	In Progress	Dec 2011	Anderson	Awaiting delivery date
Hydraulic Trailer		March 2012	SeaLift	
Douglas Harbor Floating Breakwater				
Breakwater Installation	Construction		Trucano	Corps funded project
Old Douglas Harbor Reconstruction				
Permitting	Hold			
Final Engineering and Design	In Progress	Winter 2011	PND	Agency Meeting Jan 17, 2012
Bid	Hold	Winter 2011	PND	Awaiting Corps Permit
Construction	Hold	Spring 2012		Awaiting Corps Permit
		Fall 2012		Awaiting Corps Permit
Statter Harbor Launch Ramp				
EA Process	Complete	Fall 2011	PND	Awaiting FONSI
Conveyance - DNR Property at Glacier	In Progress	Fall 2011		Awaiting completion of survey
Conveyance - DNR Tideland	In Progress	Fall 2011		Application Submitted - Awaiting response
Permitting	In Progress	Spring 2012	PND	Application Submitted - Awaiting response
Final Engineering and Design	Hold	Fall 2012	PND	Awaiting permit approval
Bid	Hold	Fall 2012		Awaiting permit approval
Construction		Spring 2013	TBD	Awaiting full funding
Statter Harbor Repairs - Floats 1 & 2				
Permitting - Repairs	Complete	Summer 2011	PND	ACOE Permit Issued July 13, 2011
Permitting - Floats 1&2	In Progress	Fall 2011	PND	ACOE Permit Issued October 2011
Conditional Use Permit		Winter 2011	Staff	Preparing Application
Design	In Progress	Winter 2011	PND	
Bid	Hold	Spring 2012		Awaiting permit approval & final drawings
Construction		Fall 2012	PND	Complete Spring 2013
CT Staging Area Improvements				
Final Engineering and Design	In Progress	Spring 2012	PND	
Bid	Hold	Spring 2012		
Construction		Oct 2012-May 2013	PND	
Port of Juneau Cruise Berths				

PORT ENGINEER'S PROJECT STATUS REPORT

Gary Gillette, Port Engineer/Architect

Page 2 of 2
11/23/2011

Final Engineering and Design	In Progress	Summer 2012	PND	
Corps Permit	In Progress	Spring 2012	PND	Permit application submitted Aug 2011
Conditional Use Permit	In Progress	Fall 2011		Permit application submitted Nov 2011
Bid	Hold	Summer 2012		
RFP for Construction Services	Hold	Fall 2012		
Construction - Phase I		Oct 2013-May 2014		
Construction - Phase II		Oct 2014-May 2015		
Port-Customs-Visitors Buildings				
Phase I - Port-Customs Bldg	Construction	October 1, 2010	NPE	Occupied in May-Awaiting close out
Phase II - Visitor Center	Construction	October 1, 2011	NPE	In Progress
1% for Art	In Progress	May 2012		Artists under contract
Visitor Center Demolition	Complete	October 2011	NPE	
Cathodic Protection	Design		Tinnea	Reviewing final report and recommendations
Harbor Upland Improvements	Construction	Fall 2010	Admiralty	Awaiting close out
Aurora Harbor Reconfiguration	Planning			
Municipal Harbor Matching Grant	Planning	Summer 2012		Awaiting legislative action
Cruise Dock Restrooms	Planning		JYL	Awaiting design concepts & cost estimate
Norway Point Net Float	Design	Fall 2011	Moeser	No funds to construct - Est. \$50K+/-
New USS Juneau Memorial	Planning			Awaiting site selection process
Norway Point/South Harris Planning	Hold			Awaiting direction by Harbor Board
Bridge Area Plan	Planning			Working with Engineering
Auke Bay Marine Services Study-2011	Planning	Summer 2011	URS	Awaiting final report and cost estimate
Marine Park - SeaWalk Planning	Planning	Fall 2011	Northwind	Working with Engineering
Marine Services Center/Maritime Museum	Planning	Summer 2011	PND	Programming
DeHart's Lift Assessment	Complete	Summer 2011		Awaiting response from JMS
USDA Grant App - Fish Sales Facility	Complete	Summer 2011	Fisk	Did not receive grant award