

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS COMMITTEE MEETING AGENDA**  
**For Tuesday, January 17, 2012**

- I. Call to Order** (5:00 p.m. at the **Port/Customs Conference Room**).
- II. Roll Call** (John Bush, Tom Donek, Don Etheridge, Kevin Jardell, Bud Simpson, Wayne Wilson, and Greg Busch)
- III. Approval of Agenda.**  
  
**MOTION: TO APPROVE 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 November 15, 2011 Operations Board Meeting Minutes.**
- VI. Items for Action.**

- 1. Juneau Alaska Communications Lease Application  
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO BE DEVELOPED AT THE MEETING**

- 2. John Gitkov and Jane Hawkins Lease Application  
Presentation by the Port Director

Committee Questions

Public Comment

Committee Discussion/Action

**MOTION: TO BE DEVELOPED AT THE MEETING**

- 3. Capital Office Park J.V.  
Presentation by the Port Director

Committee Questions

Public Comment

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS COMMITTEE MEETING AGENDA**  
**For Tuesday, January 17, 2012**

**VI. Items for Action(continued).**

Committee Discussion/Action

**MOTION: TO BE DEVELOPED AT THE MEETING**

**VII. Items for Information/Discussion.**

1. Harbormaster Operations Report  
Presentation by Harbormaster
2. Live Aboard Agreement/Registration  
Presentation by Harbormaster
3. Multiple Stall Assignments at Dehart's  
Presentation by Harbormaster
4. Juneau Marine Services Auke Bay Boatyard Haulout Status  
Presentation by the Port Director

**VIII. Staff & Member Reports.**

**IX. Committee Administrative Matters.**

1. Next Operations Committee meeting – February 14, 2012

**X. Adjournment.**

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS COMMITTEE MEETING MINUTES**  
**For Tuesday, November 15, 2011**

**I. Call to Order.**

Mr. Busch called the meeting to order at 5:00 p.m. at the Aurora Harbor Office.

**II. Roll.**

The following members were present: Greg Busch, Don Etheridge, Budd Simpson, Tom Donek, and John Bush.

The following members were absent: Wayne Wilson, and Kevin Jardell

Also in attendance were: Dwight Tajon – Harbor Master, Carl Uchtyl – Port Director, Mary Becker – Assembly Liaison, and Michael Williams.

**III. Approval of Agenda.**

**MOTION by Mr. Etheridge: TO APPROVE THE AGENDA AS PRESENTED.**

**IV. Public Participation on Non-Agenda Items.**  
**NONE**

**V. Approval of October 19, 2011 Operations committee Meeting Minutes.**

Hearing no objection, the minutes from the October 19, 2011 Operations Committee Meeting is approved once the correction is made.

**VI. Items for Action.**

**1. Lease Application for ATS 123 Lot 2**

Presentation by Port Director

Mr. Uchtyl

Mr. Trucano would like to lease some tide land property adjacent to his yard. This came up in a Finance Meeting and they approved it to go further. Since then Teena and I have been doing some research with in City ordinance and came up with a structured processes for leases. It felt like Docks & Harbors (DH) didn't have one. I just wanted to go threw real quick what the process is for leasing property now, then go into what Trucano wants to lease. Essentially there is CBJ lease ordinance and then there is the ordinance under DH that also applies to lease CBJ lands. I went to Heather Marlow at Lands and asked what process do you have and they didn't have one either. The first thing put together was an application which DH didn't have. Per the ordinance for an application there is a ten (10) dollar fee. In some cases the land needs to be advertised and then a bid process. Ones the application is turned in and the fee is paid I will bring it to the Operations Committee. If it is approved I will then move forward with it. The property will then be appraised and the Lessee will pay for that, which runs about \$2,500.00. While talking with the Finance Committee and DH will get less money in a year then what it will cost to do the appraisal. Once the appraisal comes back it then goes to the Finance Committee and they establish the lease rent presumably what ever was recommended

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS COMMITTEE MEETING MINUTES**

**November 15, 2011**

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by the appraisal. Next it goes to the DH Full Board. They approve it and then I go to CBJ Law and they draft an ordinance for Assembly considerations. Then it goes to Assembly Lands Committee for a recommendation, next it requires two Assembly Meetings, one for public notice and one for adoption. Once that is done it comes back, CBJ drafts the lease for signatures and I sign it and Lessee signs it, then it goes to the State Recording Office. That is what I tend to do unless the board tells me to skip something. What I am asking for tonight is the approval to move forward with this lease. It is about 45,000 square foot lot. They do plan on sub-leasing it, but they don't know what they plan on using it for. However, if there is going to be any improvements it will have to go back to the full board for approval before it can be done.

**Committee Questions**

Mr. Bush

They want to leases it and then sub-lease the land?

Mr. Uchytel

Yes, they don't know what they are going to do with it but they plan on sub-leasing it. This has been leased by them before in the past and let the lease expire 2004. If you drive by, there is a sign advertising this piece of tide lands for lease and contact the Port office if you are interested and they have done that.

**Public Comments**

Paul Swanson - Juneau, Alaska, 99801

If Trucano can lease it out why can't DH lease it out to someone else? How long is the lease for?

Mr. Uchytel

There is a sign there saying this property is for lease, so if someone wants to lease it they can. They are free to ask to lease it too. In the application they have requested 35 years. When the appraisal was done it was appraised for five cents a square foot.

**Committee Discussion/Action**

Mr. Donek

I thought Trucano used that for storage in the past; maybe they will only sub-lease part of it.

Mr. Etheridge

No, the land that had equipment stored on it was theirs, they want the other land. They had it leased for many years. They lease the land, make improvements and then sub-lease it. They can't afford to lease it and do the improvements too.

Mr. Williams

Juneau has limited recourses and people that have the ability to make improvements on lands

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**OPERATIONS COMMITTEE MEETING MINUTES**

**November 15, 2011**

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to make it usable. 35 years seems a little long but, maybe Finance can look at it.

Mr. Bush

Is applicant aware that they will be covering the cost of the appraisal? If improvements are made and the value is changed would it be appropriate to ask for a new assessment.

Mr. Uchytel

Yes, they are aware of that.

Mr. Etheridge

That is not allowed.

Mr. Simpson

The appraisal is done on the property as it is delivered to the Leases. If it is unimproved mud flats then that is what they are paying for. If improvements are made they may get taxed but that doesn't change the lease rate that is being charged. It will be appraised as mud flats.

Mr. Williams

If DH enters into this for 35 years for X amount of dollars then improvements are made, the next 35 years it will just be mud flats, without the improvements.

Mr. Busch

Every three to five years there will be a reappraisal of the unimproved property, so as the property values increase based on the improvements its value may change as well.

Mr. Uchytel

Three years after the lease is signed there will be another appraisal every five years after that.

Mr. Bush

Who will own the improvements once the lease is up?

Mr. Etheridge

Docks & Harbors.

Mr. Donek

They have the opportunity to remove the improvements. If they don't remove them they become D&H property.

Mr. Etheridge

All of the dock area Trucano has over there is leased property from DH. It is appraised as if there were no improvements made on it. That is how it has been done for years because they have paid for all the improvements and maintains them. However, if they leave or give up that lease it would all come back to DH. Most of the leases DH has are 30 to 50 years. Every five years DH goes back and looks at it again and adjusts the appraisal rates at that point.

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Mr. Busch

I appreciate your efforts to go through and establish a formal process that is repeatable and can be followed and understood. Thank you for that.

Mr. Etheridge

I move to approve the Port Director to proceed with the application for lease by Doug Trucano for tidelands ATS123, Lot 2 (Douglas Island in vicinity of Douglas bridge) for the purpose of conducting a rent appraisal.

**MOTION: PASSED – Approved Unanimously**

**2. Echo Cove Launch Ramp area trash can**

Presentation by Harbormaster

Mr. Tajon

Three to four years ago the board changed that DH would no longer be doing any maintenance out at Echo Cove from October 1<sup>st</sup> – April 1<sup>st</sup>. This included the garbage receptacle, restrooms and the plowing too. When I was out there doing an inspection of the clean up job the day after the board meeting a recreational year round user stopped me. They wanted to know if DH could keep one garbage receptacle out there during the winter months. I told them that the request would have to go up the chain and maybe all the way to the board. The only time DH has gone out there in the past is to keep an eye on whether or not there has been vandalism out there. There has been some vandalism out there on a sign that Fish & Game gave DH. It would take one hour to make a run out there if DH was to do this. Forty-five minutes to go from Amalga Harbor to Echo Cove and maybe even back. There would be no guarantee that the road would be clear from the State. I know that the Kensington Mine has a permit to operate out of there. They would be taking care of maintenance on the lots out there. I am not quite sure if this is something DH can do. It is a big gamble for DH to go out there, not knowing if the roads will be clear and the risk the officers could be put in.

Mr. Donek

When DH stop doing winter maintenance it was because the roads were not maintained. Now the road is open more?

Mr. Tajon

Yes. But it depends on how the State runs on its priority list. Where dose running all the way out the road fall on the list.

Mr. Uchytel

I talked with Kevin Eppers from Coeur Alaska, I asked him about snow removal at the parking lot and he stated that they would take care of that.

Mr. Busch

When you have done your checks for vandalism are you finding that people are just dumping garbage out there?

**CBJ DOCKS & HARBORS BOARD**  
**OPERATIONS COMMITTEE MEETING MINUTES**

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Mr. Tajon

It is only coming from one recreational user, since then DH has educated him. If he has trash he is to bring it to Statter Harbor. No garbage has been abandoned out there.

Public Comment

**NONE**

Committee Discussion/Action

Mr. Etheridge

These closers were for cost saving purposes and ware and tear on the vehicles during the winter time. It made a major difference in the savings in the operational budget. These are reasons the Board made the decision. It would be my recommendation not to do it.

Mr. Williams

I concur with Mr. Etheridge, also for safety reasons and human resources. Great job Dwight for giving an alternative, just bring it to Auke Bay.

Mr. Busch

All those in favor: NONE; All those oppose: ALL.

**MOTION: FAILS – Unanimously**

**VII. Items for Information/Discussion.**

**1. Harbormaster Operations Report**

Presentation by Harbormaster

1. Removed North Douglas Boarding floats to Statter Harbor – **They will be moved back in April when there are some good tides.**
2. Pressure washed Harris & Douglas floats
3. Pulled water meter & back flow preventer at Fisherman's Terminal
4. Service cleaning on used oil burner
5. Constructed new pouring deck at used oil collection area outside of Harris Harbor office – **There was an incident where a customer slipped a little. So the pouring deck was increased in size.**
6. Called diver in for three water line repairs in Aurora. One was pending a water meter reading, it is a very minor leak.
7. Removed barriers from paid parking area at Statter Harbor
8. Completed bull rail preparations for the season – shipment of plastic round stock arrived later then expected – **This will let the crew prepare some chocks for spacers between the deck and bow rail.**
9. Graveled area near the Horton lot for the core sampling contractor – **Took the portable drill unit down the trail and did the last two core samples.**

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10. Contractor cleaned off Echo Cove launch ramp
11. Auke Bay crew trouble shot issue with hydraulic sander – took it to Maritime Hydraulics, the pump is shot and parts are hard to find – need to go out to bid for a new one. – **There are two bids in right now. The one in Anchorage adjusted the shipment for DH.**
12. DeHarts is finally vacated on November 1 – **DH is just down there for cleaning off snow. Gate is locked and DH has a shared locking system with the Fuel Dock. There are signs posted “Closed to the Public”. The power is shut off to B and C float. The main and D float could not be shut off because they are connected to the Fuel Shack. I went over the moorage assignments for the new DeHarts and discovered that there are two lodge companies operating out of DeHarts. Between the two lodges they have a total of eight stalls, four for each company. That is going to be a problem when it comes reassignment time. The current rules (05 CBJAC 40.035 a3) is “In cases where a waiting list exists for the slip or space size being assigned, the applicant or assignee has no more than two slips or spaces of any size assigned to them.”**
13. Created a shared lock system with the fuel dock operators at DeHarts
14. Shut off power to B & C floats in DeHarts for the winter.

Mr. Bush

I had a patron ask why the North Douglas Boarding Floats get taken out. Is there a ruff regular schedule that they are taken out and put in?

Mr. Tajon

They are taken out because there is no break water in place right now. The old floats only lasted ten years and DH is trying to make them last longer. They are taken out in October and put back in place sometime in April. It is all tide dependent.

**VIII. Staff & Member Reports.**

Mr. Busch

One item for next staff and member reports: My understanding is that there hasn't been any input on the live-a-board issue from the Operations Committee. If any one has comments or recommendations please e-mail them to the Harbor Master, so DH can look at what issues need to be resolved with potential regulatory changes. For next meeting, request that there be an information report on what regulations are currently in place for the live-a-boards including the public nuisance and if possible the commercial use restrictions that maybe in place.

Mr. Williams

I and another person will be spending a lot of time down in the Taku Fisheries area so if DH needs any pictures taken call me. It will not cost anything.

Mr. Simpson

I think it was Mr. Jardell that brought up to the Yacht Club Board the idea of co-sponsoring with some holiday lighting on boats in the harbor. I was going to bring that up at the Yacht Club meeting tonight and see if anyone was interested in it. I just wanted to see if there was anything particular I should say or pass on. Years ago there was some type of parade were boats would go



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threw the harbors with decorations. That is not what is being suggested, it is just to decorate what is in the harbors.

Mr. Busch

Is that something that has been done in the past?

Mr. Etheridge

With the new LED light that might be something a patrons can do now without popping the breaker.

Mr. Uchytel

I acutely initiated that discussion. What I was looking for was a sounding board from some user group to see whether this was worth pursuing from DH perspective. If so I would be willing to meet with the Chamber of Commerce rather some business people to see how much interest they would want or provide in sponsoring an event like this. If there is interest or if you tell me no one wants to mess with their boats in December putting lights up, that is a good answer and I will go on with other things. But if there is interest I would be willing to step out and see what I can do. Then maybe it could move to more in the future years.

Mr. Simpson

The Yacht Club is willing to offer the club house for a place to hold an event for awards to Co-Sponsors.

Mr. Williams

I took some pictures of the Douglas pilings. They were actively working out there.

Mr. Uchytel

There are 12 pilings for the breakwater they are only planning on doing five because of weather concerns this season. They are working on sixth piling right now, which is the center one.

Mr. Simpson

Move forward with the Christmas Lights.

**IX. Committee Administrative Matters.**

1. The next Operations Committee meeting – December 6<sup>th</sup>, 2011 at 5:00 pm at the Aurora Harbor Office.

**X. Adjournment.**

The meeting Adjourned at 5:47 P.M.



# Port of Juneau

**To:** Docks and Harbors Operations Committee  
**CC:**  
**From:** Carl Uchytel, Port Director  
**Date:** January 13, 2012  
**Re:** Juneau Alaska Communications

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An application has been received from Juneau Alaska Communications, and I have reviewed the application. This is an active lease at this time, but it expired in February of 2011. This lease was transferred from the State to the City, so a new lease with the City will need to be written. A new appraisal has been received from Horan and Company LLC. If the Committee approves this application, it would be forwarded to the Finance Committee to establish lease rent.

The cost for the new appraisal completed by Horan and Company LLC was \$2,433.33 , and this cost would be at the expense of the applicant.

I recommend the Committee authorize me to move forward with this application.

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

Attachments



Juneau Alaska Communications LLC  
3161 Channel Drive, Suite 2, Juneau Alaska 99801  
Phone 907 586 3630 Fax 907 463 3685

December 14, 2011

City and Borough of Juneau Property  
Docks and Harbors  
155 South Seward Str.  
Juneau, AK 99801

RECEIVED  
DEC 14 2011  
BY: \_\_\_\_\_

Mr. Carl Uchytel, P.E. Port Director

We would like to re-lease the Tidelands No. ADL 103832 pursuant to the preference privilege to re-lease the lands previously leased by us from the State of Alaska, that then was transferred to the City and Borough of Juneau. That under the preference privilege we would like to re-lease the property for the same period of time that the prior lease was or to the maximum amount allowed by the new constraints of the city.

The property will be used for the same purpose it was used under the preceding lease. (Radio Tower).

This letter and application that is attached along with the 10.00 filing fee is notice we have complied with the City and Borough of Juneau 30 day window for preference privilege.

If you have any question or need more information than what is contained in the letter or on the application please contact us at the numbers above or by email to [mike@abcstations.com](mailto:mike@abcstations.com).

Sincerely

Richard Burns  
CEO

Receipt of Letter:

CBJ

**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 12/12/2011

ADL# 103832

Applicant's Name: \_\_\_\_\_

Group, Association, or Corporation Name Juneau Alaska Communications, LLC

Mailing Address: 3161 Channel Drive #2

City/State/Zip Juneau, AK 99801

Message Phone 907-586-3630 Work Phone SAM

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

Yes

Is applicant 19 years or older?

NA

What type of lease are you applying for?

Tide Land Lease  
(uplands lease, tidelands lease, easement)



Legal Description:

Lot(s) \_\_\_\_\_ Block/Tract# \_\_\_\_\_ Survey/Subdivision \_\_\_\_\_

Other: ATS 893, Plat 83-222

Acres 14,461.92 SF

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

Radio Tower

Proposed term of lease 10?

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.

- a. The nature and purpose of the proposed lease.
- b. A site plan
- c. The use, value, and nature of improvements to be constructed.
- d. The dates construction is estimated to commence and be completed.
- e. A detailed description of the proposed operation.
- f. 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.
- g. 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.*

*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**

12/13/11  
\_\_\_\_\_  
**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 \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Date approved by Operations Committee \_\_\_\_\_

Date approved by Finance Committee \_\_\_\_\_

Approved by Regular Board \_\_\_\_\_

Law Department Ordinance \_\_\_\_\_

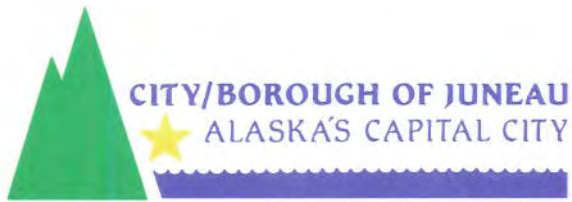
Assembly Action \_\_\_\_\_

Lands \_\_\_\_\_

Public Notice \_\_\_\_\_

Ad Option \_\_\_\_\_

Final Lease Signed Date \_\_\_\_\_



# Port of Juneau

**To:** Docks and Harbors Operations Committee  
**CC:**  
**From:** Carl Uchytel, Port Director  
**Date:** January 13, 2012  
**Re:** John Gitkov and Jane Hawkins Lease Application

---

An application has been received from John Gitkov and Jane Hawkins, and I have reviewed the application. This is an active lease at this time, but it expires in September of this year. This lease was transferred from the State to the City, so a new lease with the City will need to be written. Upon receipt of a new appraisal, this would then be forwarded to the Finance Committee to establish lease rent.

I have received a \$3,750.00 cost estimate for a new appraisal to be completed by Horan and Company LLC, and this cost would be at the expense of the applicant.

I recommend the Committee authorize me to move forward with this application.

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

Attachments

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

RECEIVED  
JAN 04 2012

BY: \_\_\_\_\_

*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 12/31/11 ADL# 101598

Applicant's Name: Jane H Hawkins John D Gitkov

Group, Association, or Corporation Name \_\_\_\_\_

Mailing Address: 22745 Glacier Highway

City/State/Zip Juneau, Alaska 99801

Message Phone 7894210 Work Phone 723-4210

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?

continue tideland

(uplands lease, tidelands lease, easement)



Legal Description:

Lot(s) \_\_\_\_\_ Block/Tract# \_\_\_\_\_ Survey/Subdivision ATS 1170

Other: S21, T40S, R65E, CRM, Plat 82-43

Acres 1.687

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What is the proposed use and activity on the leased land? Continue use as a marine terminal - serving freight vessels, cargo handling, salvage and repair operations, environmental response, passenger vessel operations, moorage and loading

Proposed term of lease 55?

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.

- a. The nature and purpose of the proposed lease.
- b. A site plan
- c. The use, value, and nature of improvements to be constructed.
- d. The dates construction is estimated to commence and be completed.
- e. A detailed description of the proposed operation.
- f. 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.
- g. Additional information that would assist the Port Director, the Docks and Harbors Board, and the Assembly in acting on the application.

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

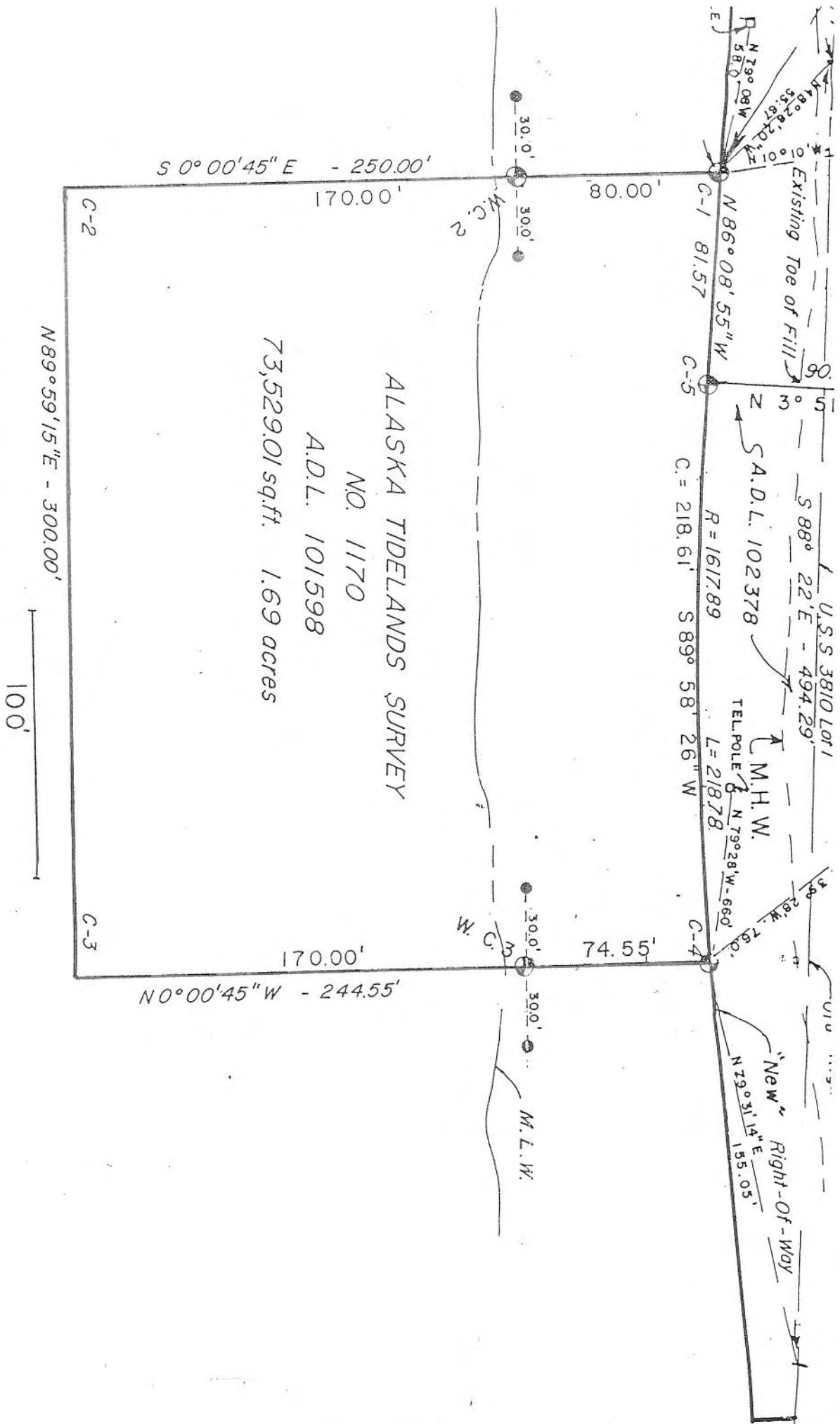
*The Board recommends that applicants carefully review current site conditions before making an application.*

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

Date 12/31/11

Title

Application Received \_\_\_\_\_ \$10.00 Filing Fee Received \_\_\_\_\_  
BY: \_\_\_\_\_ BY: \_\_\_\_\_  
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 \_\_\_\_\_



## Teena Scovill

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**From:** Bill Ferguson [bill@horanappraisals.com]

**Sent:** Tuesday, January 10, 2012 8:48 AM

**To:** Teena Scovill

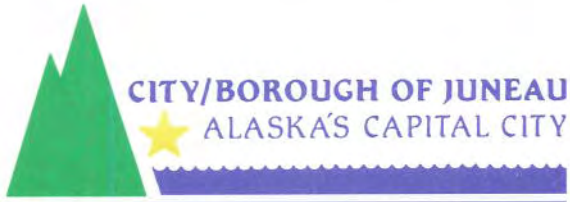
**Subject:** ATS 1170 Appraisal Bid

Good morning Teena,

Tim had forwarded me your request for a bid to appraise ATS 1170 – tidelands lease. We could do the lease appraisal for \$3,750. Let me know if you need any other information.

.....Bill

William G. Ferguson  
General Real Estate Appraiser  
Horan and Company  
(P) 907-747-6666  
(F) 907-747-7417



# Port of Juneau

**To:** Docks and Harbors Operations Committee  
**CC:**  
**From:** Carl Uchytel, Port Director  
**Date:** January 13, 2012  
**Re:** Capital Office Park J.V.

---

An application has been received from Capital Office Park J.V., and I have reviewed the application. This is a new lease application. This lease would be a portion of ATS 3, block 67 Lot 18. A survey and an appraisal would need to be performed.

I recommend the Committee authorize me to move forward with this application.

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

Attachments



15766

**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 11/30/11 ADL# \_\_\_\_\_

Applicant's Name: Capital Office Park J.V.

Group, Association, or Corporation Name This is a joint venture composed of Anka Bay Company & Rabino, Inc. (Alaska Corporations)

Mailing Address: 3150 C St. # 290

City/State/Zip Anchorage AK 99503-3980

Message Phone \_\_\_\_\_ Cell 206 819 2792 Work Phone \_\_\_\_\_

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?

Uplands lease

(uplands lease, tidelands lease, easement)

A portion of ABS 3, Block 67, Lot 18

*Pls. see attached diagram on which the subject is area outlined in black:  
SE. of 1255 W. 8 St., Juneau*

Legal Description:

Lot(s) \_\_\_\_\_ Block/Tract# \_\_\_\_\_ Survey/Subdivision \_\_\_\_\_

Other: \_\_\_\_\_

Acres \_\_\_\_\_

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

*Auto parking during business days AK Dept. of Fish + Game*

Proposed term of lease 30?

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.*

*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.*

*Capital Office Park S.V.*

*By Auke Bay Company, Its Manager*

*Miles S. Schlosberg*

Signature

*11/30/11*

Date

*Pres. of Auke Bay Company*

*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 12/6/11 \$10.00 Filing Fee Received 12/6/11

Date approved by Operations Committee \_\_\_\_\_

Date approved by Finance Committee \_\_\_\_\_

Approved by Regular Board \_\_\_\_\_

Law Department Ordinance \_\_\_\_\_

Assembly Action \_\_\_\_\_

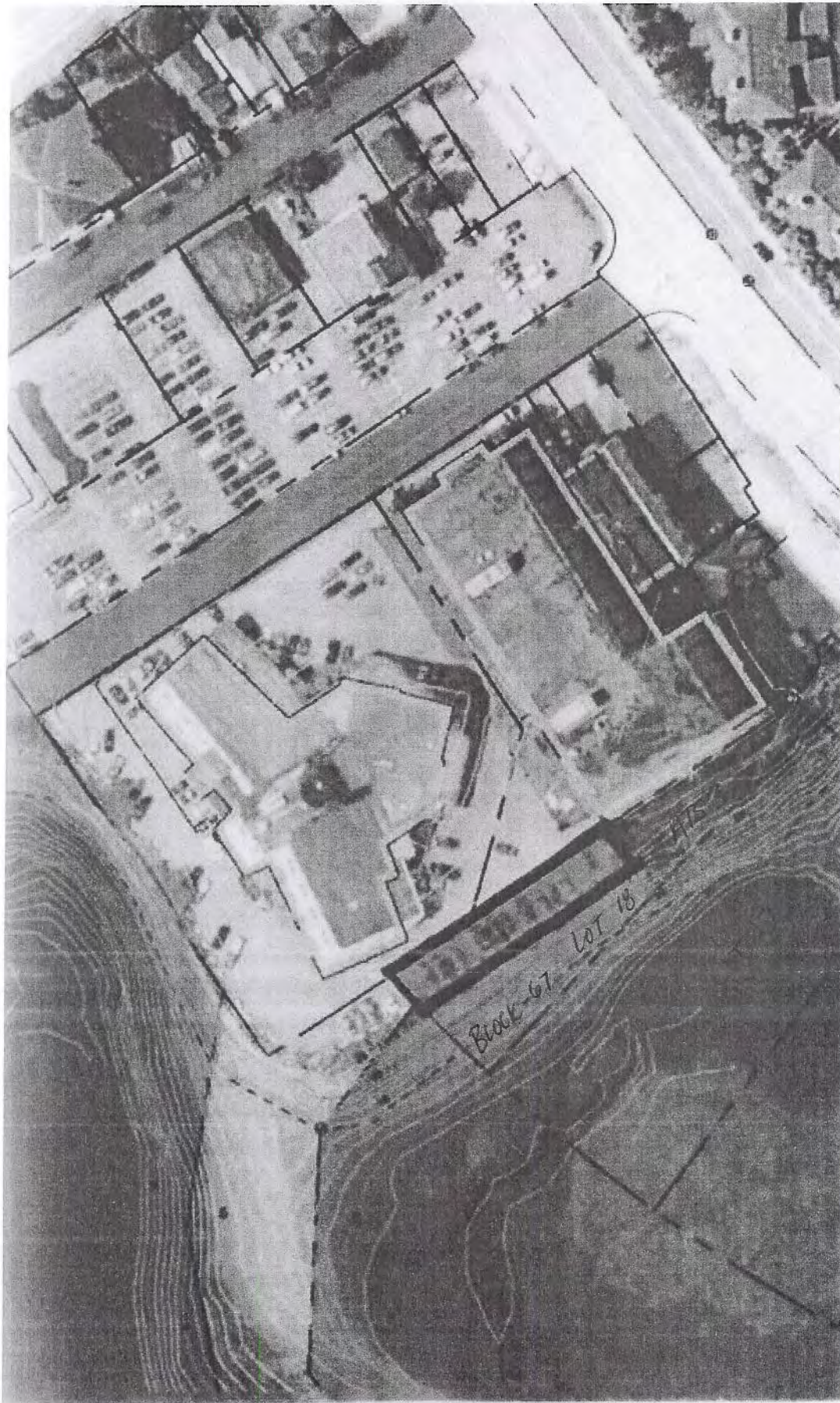
Lands \_\_\_\_\_

Public Notice \_\_\_\_\_

Ad Option \_\_\_\_\_

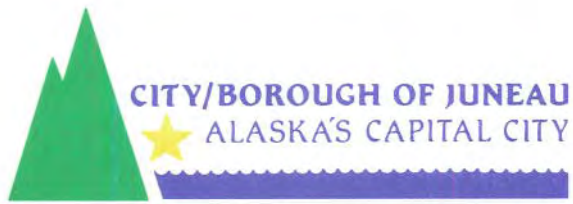
Final Lease Signed Date \_\_\_\_\_





Exhibit

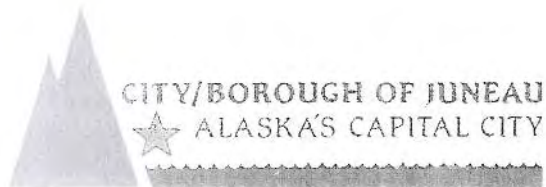




## CBJ Harbors

### Harbormasters Monthly Report

1. Snow removal equipment repairs for town and Statter
2. Snow removal at both locations
3. Removed trash cans from Echo Cove
4. Water line repairs for Aurora & Douglas- Aurora is still on going
5. Pilings for A-Float finally installed and owners put back in their stalls
6. Used oil transfer/burning
7. Electric receptacle, breaker repairs at Aurora & Douglas
8. Dock light repairs at Harris harbor
9. Tagged non-moving vehicles in all harbors
10. Repair plow lights on vehicle 007
11. Pull all hydraulics off flatbed
12. Install Non-skid on bottom of main ramp at Statter
13. Changed out batteries and lights on Statter breakwater
14. Installed new gravel spreader for Statter truck
15. New boom truck arrived



City & Borough of Juneau • Docks & Harbors  
155 S. Seward Street • Juneau, AK 99801  
(907) 586-0292 Phone • (907) 586-0295 Fax

## CBJ Harbors

TO: Operations Committee  
From: Dwight Tajon- Harbormaster  
RE: Live Aboard Agreements/ Registration  
Date: 12-01-2011

---

Port of Bremerton- 5 page agreement (enclosed)  
Outlines vessel qualifications, holding tanks, animals, owner responsibility, security of the docks and who to call, through hull fittings closed by marina and hold harmless agreement.

Port of Tacoma- Minimum vessel size for live aboard (30+ ft.), no sub leasing of any kind, registered owner can only live aboard vessel, weekly vessel pump outs required.

Port of Homer- No long term (3 consecutive months) may live aboard, must have evaluation of sanitary service. No Bed and Breakfast, lodging, coffee shops or sandwich shops or similar types of business allowed on boats in the harbor.

City of Sitka- Allows for renting out vessel. Vessel owner will be billed for all services and collects fees from the tenant. This prevents the vessel from having utilities such as power from being shut off if the owner lives out of town.

### **Current CBJ Docks & Harbors Policy:**

05 CBJAC 20.050

Current CBJ Docks and Harbors regulations stipulate that live a board fees be assessed if the person(s) are living aboard for 3 or more days in any calendar month unless they are on transient moorage for all days in that month. The vessel owner is responsible for all live aboard charges and is immediately responsible for notifying the Harbormaster when the vessel is being used as a residence. A vessel owner must pay for each vessel being used for a residence and if there are 4 or more, pay an extra \$23.50 for each additional resident.

If a person fails to register as a live aboard they must pay a daily moorage fee.

**Recommendations:**

1. Update live aboard registration forms to be more of a contract to include verbage that outlines sanitary conditions of the vessel including marine sanitation device.
2. Behavior of vessel owner, guests or animals that are excessive complaints
3. Include commercial use clause such as B & B, lodging business ect.
4. Signage outlining that all live aboards register with the harbor office and be posted at each gangway locations-top & bottom. This can give the department and additional enforcement tool under title 85.25.090 (5): violate any posted sign \$50.00 fine that is progressive to an MCA after the 4<sup>th</sup> violation issued.

What we are needing to accomplish are rules for making live aboard life easier on all and to give the department a strong tool for problem live aboards without the need to include police unless necessary for immediate eviction from the harbors. We currently do not have the tools in our regulations to do so except for the criminal trespass form. We have animal control ordinances that can be utilized by the department or, we can call in the animal control experts for proper enforcement and the Police department for criminal mischief.



Boat Name or Number: \_\_\_\_\_

Slip: \_\_\_\_\_

## Live Aboard Registration

Boat Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Live Aboard Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Boat Owner's Name: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

CBJ Harbor rules provide that the owner of the vessel is responsible for live aboard fees and such fees if unpaid will become a lien against the vessel.

The owner and person or persons living aboard agree to abide by all Harbor Rules and Regulations, and hereby acknowledge that any live aboard billing will continue until notice is given to the Harbormaster or his staff that the live aboard use has ceased.

Approved: \_\_\_\_\_  
(Harbor Signature)

Live aboard: \_\_\_\_\_  
(Signature)

Owner: \_\_\_\_\_  
(Signature)

Remarks: \_\_\_\_\_

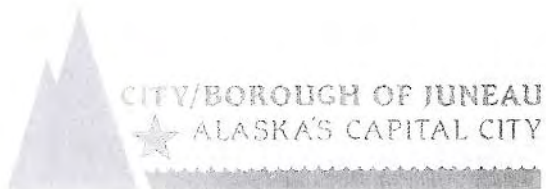
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



City & Borough of Juneau • Docks & Harbors  
155 S. Seward Street • Juneau, AK 99801  
(907) 586-0292 Phone • (907) 586-0295 Fax

## CBJ Harbors

Boat Name or Number: \_\_\_\_\_ Slip: \_\_\_\_\_

### Live Aboard Registration

Boat owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Live Aboard Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Numbers-Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Approved by (Harbor Signature) \_\_\_\_\_ Date: \_\_\_\_\_

Live Aboard Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Vessel Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Pets Aboard description: \_\_\_\_\_

1. Docks and Harbors Office must be notified in advance of any changes to the Information provided in this agreement.
2. Behavior which disturbs or creates a nuisance for others in the harbor system is **NOT PERMITTED!** Excessive complaints regarding live aboard behavior or that of guests or pets may result in termination of Live Aboard Agreement.
3. All live aboard vessels must have an fixed operational marine sanitation device installed. Discharge of raw or untreated sewage from any vessel while in the CBJ Harbors system is prohibited.



(3) Daily fee in accordance with Section [05 CBJAC 20.030] 30 of this regulation.  
(Amended 4-11-2005, eff. 4-19-2005)

#### 05 CBJAC 20.050 Residence surcharge.

(a) *Definition.* A fee assessed to the owner of a vessel when the vessel is used by any person as a residence, dwelling, or abode for three or more calendar days in any calendar month, unless

- (1) The owner pays daily moorage in accordance with 05 CBJAC 20.030 for all days in the calendar month during which the vessel is used for three or more days as a residence, dwelling, or abode; or
- (2) The Harbormaster in writing authorizes the owner to use the vessel as a residence, dwelling, or abode for more than three calendar days in any calendar month, provided such authorization may be given only for short term, temporary use of the vessel as a residence, dwelling, or abode of not more than seven days in the calendar month for which the authorization is given.

(b) *Residence surcharge period and duty to report.* The residence surcharge will be assessed on a calendar month basis. The owner of the vessel is responsible for paying the residence surcharge. The owner of the vessel is responsible for immediately notifying the Harbormaster when their vessel is being occupied and used, rented, or leased as a place of residence. Once a vessel is used as a residence, the Docks and Harbors Department will continue to assess the residence surcharge until the owner of the vessel gives written notice to the Harbormaster that the vessel is no longer used for a residence.

(c) *Payment deadline.* The owner must pay the residence surcharge in advance before the first day of the calendar month for which the owner is planning to use the vessel as a residence. An owner that does not or cannot pay the residence will be assessed a daily moorage fee in accordance with Section [05 CBJAC 20.030] 30 of this regulation in addition to any annual or monthly moorage that may have been paid.

(d) *Residence surcharge.* The owner shall pay a residence surcharge of \$69.00 per calendar month, or portion thereof, for each vessel used as a residence. For a vessel with more than four residents, the owner shall pay an additional surcharge of \$23.00 per calendar month, or portion thereof, for each additional resident.

(Amended 4-11-2005, eff. 4-19-2005; Amended 4-7-2008, eff. 4-15-2008; Amended 3-15-2010, eff. 3-22-2010)

#### 05 CBJAC 20.060 Recreational boat launch fees.

(a) *Definition.* The fee assessed to an owner for using one or more of the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the North Douglas Boat Launch, the Statter Harbor Boat Launch, the Tee Harbor Boat Launch, the Amalga Harbor Boat Launch, and the Echo Cove Boat Launch to launch and recover recreational vessels. Use of the Kayak Launch Ramp at Amalga Harbor is free.

(b) *Launch ramp fee period.* Launch ramp fees will be assessed on a calendar year or calendar day basis.

(c) *Payment deadline.* An owner may pay the annual launch ramp fee at anytime during the calendar year. The owner must pay the daily launch ramp fees in advance before the day of use. An owner that has not paid the annual fee will be assessed the daily fee.

(d) *Recreational launch ramp fees.* Recreational launch ramp fees will be assessed for each calendar year, calendar day, or portion thereof as follows:

	July 1, 2005 to December 31, 2005	January 1, 2006 to December 31, 2006	January 1, 2007 to December 31, 2007
Fee Period			
Calendar Year	\$50.00	\$70.00	\$90.00
Calendar Day	\$10.00	\$12.00	\$14.00

#### 05 CBJAC 20.070 Fees for commercial use of boat launches.

(a) *Definition.* The fees assessed to an owner for using one or more of the Douglas Harbor Boat Launches, the Harris Harbor Boat Launch, the



## AUTHORIZATION TO LIVE ABOARD AGREEMENT

Bremerton Marina  
Port Orchard Marina

Effective Date: \_\_\_\_\_ Location: \_\_\_\_\_

Account #: \_\_\_\_\_ Slip #: \_\_\_\_\_

I, \_\_\_\_\_, hereby request permission to live aboard the vessel

\_\_\_\_\_, registration or documentation # \_\_\_\_\_

for myself and the persons listed below:

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

I agree that only the person(s) named on this Agreement shall reside aboard this vessel. No other person(s) shall be permitted to live aboard this vessel for a period in excess of three (3) days in any seven (7) day period without advance authorization of Marina Management.

The monthly Live Aboard Fee per the tariff schedule in effect at the time of execution of the Authorization to Live Aboard is due in advance on the 1<sup>st</sup> of each month. Failure to pay on or before the 10<sup>th</sup> of the month will cause late fees to be assessed and may automatically terminate the Authorization to Live Aboard. The current monthly Live Aboard Fee per tariff is \$\_\_\_\_\_. Such fees are subject to change from time to time.

NOW, THEREFORE, in consideration of the conditions herein attached, the parties agree as follows:

1. Marina Management shall be notified in advance of any changes to the information provided by the tenant in this Agreement.
2. Behavior which disturbs or creates a nuisance for others in the marina is not permitted. Excessive complaints regarding live aboard behavior or that of guests or pets may result in termination of Live Aboard Agreement.
3. All live aboard vessels must have an operational fixed marine sanitation device (MSD) installed. Discharge of raw or treated sewage from any vessel while in the Marina is prohibited. All live aboard tenants must follow the Marina's environmental policies as specified in the Marina Rules and Regulations and Best Management Practices. Execution of this Agreement gives the Port, at its discretion, authorization to add environmentally safe dye markers to the live aboard tenant's MSD system. Any violation of these requirements may result in immediate termination of live aboard status.
4. Any lapse in the insurance requirements in the Marina Rules and Regulations may result in termination of this Live Aboard Agreement.
5. Boat Qualifications:
  - a. Vessel must, at all times, meet all federal, state and local laws which include those pertaining to navigational safety equipment and registration.



- b. Vessels must be completely seaworthy and ready for immediate cruising in local waters as prescribed in the Marina Rules and Regulations.
6. Security responsibilities of live aboard tenants:
  - a. Live aboard tenants agree to enhance marina security by calling to the attention of Marina Management damage to any vessels located within the marina, unauthorized persons visiting docks, possible theft, unsafe practices etc.
  - b. In case of fire or an emergency situation, live aboard tenants are expected to call 911 to report the situation and then advise marina personnel when it is safe to do so.
  - c. Live aboard tenants shall not under any circumstances tie open or block the security gates for any purpose.
7. **Marina Management** has the final decision regarding accepting live aboard tenants in the marina. Either party may terminate this Agreement with a ten (10) day written notice.
8. Marina Rules and Regulations may change from time to time. Live aboard tenants accept the responsibility to remain informed regarding changes. (Current Rules and Regulations are available at the Marina Office)
9. Children under fourteen (14) years old must be supervised by an adult at all times when on the docks or floats.
10. Live aboard tenants with pets must keep their pets on a leash at all times while on Port property, and are responsible for cleanup after their pets. If you have a pet(s), please name type of pet and describe.

Type: \_\_\_\_\_

Description: \_\_\_\_\_

Pet's Name(s): \_\_\_\_\_

**I can be reached at the following numbers:**

Hm. #: \_\_\_\_\_ Wk #: \_\_\_\_\_

Cell Phone #: \_\_\_\_\_ Other #: \_\_\_\_\_

After reading the above live aboard conditions, I understand and agree that Marina Management may terminate this Authorization to Live Aboard Agreement at any time in accordance with Paragraph 7. above and that failure to comply with all Marina Rules and Regulations and the conditions of this agreement may result in termination of my moorage agreement and/or authorization to live aboard.

\_\_\_\_\_  
Marina Operations Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vessel Owner

\_\_\_\_\_  
Date



## MOORAGE LEASE AGREEMENT

### Bremerton Marina Port Orchard Marina

#### TERMS AND CONDITIONS

The Port of Bremerton, hereafter called "Port" agrees to provide moorage when available to the applicant hereafter called "Vessel Owner" executing the marina moorage lease agreement subject to the following terms and conditions.

**This Agreement is a contract between the Vessel Owner and the Port.**

1. **Rules and Regulations.** Vessel Owner or the person signing for Vessel Owner, acknowledges that he has read and fully understands this Agreement, as well as the rules, regulations, policies, terms and conditions currently posted governing the use, occupancy, dockage, hours of operation, and other miscellaneous items at the marina. Further, Vessel Owner agrees to comply with said rules, regulations, policies, terms and conditions now in effect and as posted from time to time during this Agreement's term. Failure to comply shall entitle the Port to cancel this Agreement immediately, without notice, and excuses the Port from further performance, but without waiver of any then existing liens or other rights.
2. **Moorage Contract.** This Agreement does not constitute a bailment, and is for the use of dock space only on a month to month basis for the monthly sum designated, plus any applicable taxes and charges, and is cancelable by the Port at any time without notice if the Vessel Owner fails to comply with the terms and conditions of this Agreement. Such moorage space is used at the sole risk of Vessel Owner. The Port provides limited security, however the Port shall not be liable for the care or protection of the Vessel (including its gear, equipment and contents) or for any loss or damage of whatever kind or nature to the Vessel or its contents or equipment, whether attributable in whole or part to the negligence of the Port, its officers, employees, agents or subcontractors, or otherwise. The Port reserves the right to amend fees and charges as made effective by the Port of Bremerton's posted Tariff upon 30 days written notice and Vessel Owner hereby agrees to pay said fees and charges as amended through all periods of use of such moorage space. Vessel Owner acknowledges the Port's right to change the tariff from time to time through all periods of use of such moorage space.
3. **Moorage Tenancy.** This Agreement shall not become effective until Vessel Owner pays the Port the initial monthly fees, deposits and taxes. Subsequent fees shall be paid monthly to the Port of Bremerton in advance on or before the 1st day of the month, and each and every month thereafter until this Agreement is terminated. Failure to pay on or before the 10<sup>th</sup> of the month will cause late fees to be assessed and may be cause for termination of the Moorage Lease Agreement.
4. **Changes in Moorage Rates.** The Port reserves the right to adjust moorage rates periodically. Rates may be adjusted annually to reflect inflation as measured by the Bureau of Labor Statistics CPI-U published rates for the Seattle-Tacoma-Bremerton area. Additionally, at three year intervals the moorage rates may be adjusted to be consistent with the moorage market at comparable marinas. The Port reserves the right to define the marinas used as comparable rate baselines which may differ between the Bremerton Marina and the Port Orchard Marina.
5. **Utilities and Services.** The Port will charge Vessel Owner for electricity, or any utility or service, at



specified rate while the vessel is in the marina. Vessel Owner agrees to install the vessel's electrical connection circuitry in a manner specified and agreeable to the Port. The Port does not guarantee the continuity of any utility or service, or the compatibility of any utility to the boat's system.

6. **Taxes.** Vessel Owner agrees that any leasehold taxes or other assessments resulting from this Agreement should be paid before delinquency by the Vessel Owner.
7. **Space Changes.** The Port reserves the right to change space assignments as provided in the Marina Rules and Regulations. If Vessel Owner moves for personal convenience, a moorage transfer fee will be charged according to the tariff.
8. **Change of Vessel.** If Vessel Owner intends to substitute a different vessel for that referred to in this Agreement, the Port gives no assurance that the currently assigned moorage will accommodate such new vessel or that another moorage assignment will be available. Therefore, no vessel shall be substituted without prior approval of the Port.
9. **Live Aboard Status.** Vessel Owner agrees that living aboard for a period exceeding three (3) days in any seven (7) day period shall be prohibited except pursuant to authorization from Marina Management.
10. **Proof of Ownership, Current Washington State Registration, and Liability Insurance.** Prior to Vessel owner occupying leased moorage, the Vessel Owner shall provide to the Port documentation establishing that the Vessel Owner is the legal owner of any boat moored in the leased space, and that the vessel is registered according to the laws of the State of Washington, and that the Vessel Owner has in force liability insurance as prescribed in the Marina Rules and Regulations.
11. **Transfer of Ownership.** Transfer of vessel ownership in any degree must be reported to the Port. Vessel Owner acknowledges rental of space is personal to Vessel Owner. A person purchasing Vessel Owner's vessel (new vessel owner) will not thereby acquire rights under this Agreement or rights of use of space designated in this Agreement. The new Vessel Owner must vacate the moorage space within 30 days of purchasing the vessel.
12. **Hazardous Waste and Environmental Protection.** All waste requiring disposal, whether or not hazardous, is the responsibility of Vessel Owner. Vessel Owner, his representatives and guests agree not to bring hazardous waste or materials onto the property of the Port of Bremerton, and accept sole complete liability for an improper disposal of hazardous waste or materials. The Vessel Owner agrees to operate their vessel in accordance with the marina Best Management Practices (BMP) whenever the vessel is in the marina. The discharge of waste holding tanks within the marina is prohibited at all times; this regulation applies regardless of the method and extent of onboard treatment processes or systems. Any clean up costs associated with any violation of the Marina Rules & Regulations or MBP will be the sole responsibility of the Vessel Owner.
13. **Outside Contractors.** All outside contractors must be an Authorized Commercial Vendor and be registered with the Port prior to conducting work in the marina. It is the responsibility of the Vessel Owner to ensure all vendors and contractors working on their boat are Authorized Commercial Vendors. Vessel Owner agrees that only minor repairs and maintenance shall be performed on boats in the marina as prescribed in the Marina Rules and Regulations.
14. **Severe Weather.** IN THE EVENT OF A SEVERE STORM OR EARTHQUAKE, VESSEL OWNER AND VESSEL OWNER'S CREW, IF ANY, ARE RESPONSIBLE FOR THE VESSEL IN ALL RESPECTS. Vessel Owner is responsible for any damages to the marina's docks and facilities caused by Vessel Owner's vessel in the event of severe weather. The Port shall have no obligation to monitor the weather and no duty to notify Vessel Owner of the approach of inclement weather.
15. **Default.** In the event Vessel Owner does not timely pay, as herein provided, the fees and other charges which are accrued in favor of the Port, or the Vessel Owner otherwise violates the provisions of this





Agreement, the Port may, without advance notice, take possession of Vessel Owner's vessel, its tackle, apparel, fixtures, equipment, furnishings and retain such possessions on Port of Bremerton's property until all charges then owing and all charges which shall therefore accrue are fully paid and all violations of this Agreement cured. BOAT OWNER AUTHORIZES the Port TO SELL THE VESSEL AT A NON JUDICIAL SALE IN THE EVENT OF NON-PAYMENT OF PORT OF BREMERTON FEES, IN CONFORMITY WITH WASHINGTON RCW 53.08.320. A sale for less than the total amount owed entitles the Port to assert a claim against the Vessel Owner for the deficiency, including costs of sale and related legal expenses. In the event that the Vessel Owner has executed or may execute any other agreements with the Port of Bremerton, a default under such other agreement shall also constitute a default under this Agreement.

16. **Liens.** Vessel Owner acknowledges that this Moorage Agreement will create a maritime lien against the vessel for moorage charges and for all other expenses agreed to herein. The Port shall have upon the Vessel, its contents and equipment, all state and federal liens of whatever nature given for moorage. Such liens shall include expenses resulting from damage caused or contributed to by Vessel Owner's vessel or by Vessel Owner to any dock or property or any person at the marina. Any such liens shall include an amount sufficient to cover the Port's reasonable attorney's fees. Vessel Owner agrees to the Port's use, if necessary, of Federal Admiralty procedure in Supplemental Admiralty Rule C and further agrees to waive notice of hearing and challenge thereto.
17. **Notice.** The Port of Bremerton may give notice to Vessel Owner, either directly or through his captain or agent, at the address and/or telephone number(s) set forth in this Agreement. Notice, if mailed, shall be deemed given when deposited in the U.S. Mail, postage prepaid.
18. **Termination.** This Agreement shall become effective on the date shown below and remain in force unless terminated by written notice by either party to the other 30 days preceding the month in which it is desired that termination become effective. Upon such notice and removal of Vessel Owner's vessel, the Port will return the balance of security deposit less all charges for rental and services then accrued. In the event charges exceed available deposits, a final bill will be issued, due and payable upon receipt.
19. **Indemnification.** Vessel Owner, his heirs, successors and guests, hereby release, hold harmless and indemnify the Port, its officers, employees, agents, and subcontractors, including indemnification for costs and attorney's fees from and against claims for damage to the Vessel, its engines, equipment and appurtenances or for injury to Vessel Owner, his family members, employees, invitees, and agents, arising from duties assumed under this contract, care, protection, or use of the Vessel or any individual's presence in the marina under any circumstances, including, but not limited to, fire, theft, vandalism, water damage, or collision, whether attributable in whole or part to the negligence of the Port, its officers, agents or subcontractors, or otherwise.
20. **Attorney's Fees and Expenses.** Vessel Owner shall pay the Port's reasonable attorney's fees and expenses incurred in any dispute or legal proceeding arising out of this Agreement or the presence of the vessel on the Port of Bremerton's premises now or in the future, whether under this Agreement, or subsequent oral or written agreement or otherwise.
21. **Comply with Law.** Vessel Owner represents and warrants he shall comply with the Federal Water Pollution Control Acts (33 U.S.C. Section 1321 – prohibiting discharge of oil or oily water; 33 U.S.G. Section 1322 – prohibiting discharge of untreated sewage) and all other applicable federal, state, county, and municipal laws and regulations.
22. **Modification/Waiver.** No modification to this Agreement shall be enforceable unless in writing and executed by an authorized agent of the Port. The Port's failure to require strict performance of the Agreement, or waiver of any conditions, shall not act as a waiver of its rights nor be deemed a continuing



waiver. Delay in enforcement of any of the Port's rights hereunder shall not be deemed negligent.

23. **Severability/Governing Law.** In the event any portion of this Agreement shall be deemed to be in violation of any law of the United States or State of Washington, said portion, and said portion only, shall be deemed null and void, and the balance of this Agreement shall remain in full force and effect. The venue of any action arising from this Agreement shall be exclusively in the Superior Court for the State of Washington in and for Kitsap County, Washington and both parties shall submit to the jurisdiction of such court provided, however, that the Port may institute an interim action in any United States District Court that has jurisdiction over the vessel.
24. **Entire Agreement.** This document including the terms and conditions constitutes the entire Agreement between the parties and supersedes all prior agreements. No modifications or amendments hereto shall be valid unless evidenced in writing and signed by both parties.



## MOORAGE LEASE AGREEMENT

THIRTY (30) DAYS WRITTEN NOTICE IS REQUIRED PRIOR TO TERMINATION OF MOORAGE AGREEMENT

OWNER NAME: 1) \_\_\_\_\_ DRIVERS LICENSE #: 1) \_\_\_\_\_

SECOND OWNER: 2) \_\_\_\_\_ DRIVERS LICENSE #: 2) \_\_\_\_\_

ADDRESS: \_\_\_\_\_ VESSEL REGISTRATION #: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_ VESSEL DOC #: \_\_\_\_\_

HM #: \_\_\_\_\_ WK #: \_\_\_\_\_ VESSEL NAME: \_\_\_\_\_

CELL #: \_\_\_\_\_ EMAIL: \_\_\_\_\_ LOA: \_\_\_\_\_

PLACE EMPLOYED: \_\_\_\_\_ BEAM: \_\_\_\_\_

(CIRCLE): POWER or SAIL MFG'S MODEL: \_\_\_\_\_

☐ PLEASURE ☐ COMMERCIAL ☐ CHARTER ☐ OTHER

MARINA: (circle) BREMERTON or PORT ORCHARD

ACCOUNT #: \_\_\_\_\_ DATE OF OCCUPANCY/MUSICAL: \_\_\_\_\_

BERTH ASSIGNED: \_\_\_\_\_ FEE PAID - 1<sup>ST</sup> MONTH: \$ \_\_\_\_\_

SLIP SIZE: \_\_\_\_\_ LEASEHOLD TAX - 1<sup>ST</sup> MONTH: \$ \_\_\_\_\_

KEY CARD/FOB #: \_\_\_\_\_ DEPOSITS:  
(1 FREE OF CHARGE - CONTRACT CARD) MOOR \_\_\_\_\_ + ELEC \_\_\_\_\_ \$ \_\_\_\_\_

ADD. KEY CARD/FOB #: \_\_\_\_\_ LESS: WAITING DEPOSIT: \$ ( \_\_\_\_\_ )

ADD. KEY CARD/FOB #: \_\_\_\_\_ SUBTOTAL: ..... \$ \_\_\_\_\_

ADDITIONAL KEY CARD/FOB DEPOSIT:  
(\$10.00 X \_\_\_\_\_) \$ \_\_\_\_\_

OFFICE STAFF EXECUTING CONTRACT:

TOTAL: \$ \_\_\_\_\_

OWNER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CHIEF FINANCIAL OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

SECOND OWNER \_\_\_\_\_ DATE \_\_\_\_\_



Dwight Tajon

**From:** sg-pcc-bounce@lists.rockisland.com on behalf of Susan Wade [SWade@portofedmonds.org]  
**Sent:** Wednesday, October 26, 2011 10:26 AM  
**To:** sg-pcc@lists.rockisland.com  
**Subject:** [sg-pcc] Re: Fwd: PCC Mailing

Port of Edmonds Regulations may be viewed at [www.portofedmonds.org](http://www.portofedmonds.org) - Section 7 is Liveaboard

1. Liveaboard (allow) 15 permanent water moorage tenants the privilege of living aboard their vessels.  
 2. All requests must be submitted and approved; otherwise guests, sublease's and tenants may stay aboard their vessel a maximum of 3 nights per month.  
 3. All regulations apply, in addition to Section 7.  
 4. All vessels must be inspected annually, and secure / zip tie off the Y - valve to ensure no discharge of sewage into the harbor.  
 5. All vessels must have two pump-out stations, these are self serve and no charge.  
 6. In addition to moorage rate of 74.33 are billed monthly.  
 7. All vessels must be okay through the moorage office and they cannot charge more than current fees, and is limited to a maximum of 6 months based on their current occupancy; all tenants are required to maintain their vessel in their assigned slip 6 months out of twelve.  
 8. All vessels that may not receive mail at this facility, must use alternate mailing address.

For other questions, please feel free to contact me directly ...425-775-4588 or email!

Susan Wade, Moorage Coordinator  
 Port of Edmonds

**From:** sg-pcc-bounce@lists.rockisland.com [mailto:sg-pcc-bounce@lists.rockisland.com] **On Behalf Of** Lori Natucci  
**Sent:** Wednesday, October 26, 2011 8:05 AM  
**To:** sg-pcc@lists.rockisland.com  
**Subject:** [sg-pcc] Re: Fwd: PCC Mailing

Dwight,

This is a subject we know a bit about, we currently have 64 LA in our marina, it is a topic every day.

1. We require the boat to be 30' or larger with a max of 2 people
2. NO SUB LEASING OF ANY KIND, that is marina policy. Registered owners only can live on the boat, proof of ownership and insurance, in their own name.
3. Weekly black water pump out requirements for all LA. We provide dock side pump outs, \$18.50 a month for LA.
4. We have had one boat the was used as a dockside B & B, I believe that would be an exception based on "it is a business", monitoring would apply, individual staterooms, so now we are talking a larger vessel.
5. We also will inspect boat for all Y valves to be shut, boat has to be able to be under own power
6. We charge for the privilege \$120.00 per month

Good luck!

Lori Natucci, General Manager  
 Fox Harbor Marina, Tacoma Washington  
 253-272-4404  
[Lori@foxharbor.com](mailto:Lori@foxharbor.com)

## Dwight Tajon

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From: Stan Eliason [stan@cityofsitka.com]  
Sent: Tuesday, October 25, 2011 9:58 AM  
To: Dwight Tajon  
Subject: RE: [AAHPA-L] Live-aboard Requirements

Dwight, Live-aboard information for you.

13.04 100 Liveaboard.

"Liveaboard" means any vessel used by one or more persons as a primary residence while moored in the Sitka harbor system, which meets the following requirements. A liveaboard vessel must comply with all requirements imposed on any vessel moored in the harbor system including the requirement that the vessel be powered by an engine of sufficient size to propel the vessel at a speed allowing normal steerage and to maneuver out of and into the harbor. A liveaboard vessel must be registered as such with the harbor department. A liveaboard vessel must have a safe heating system, and food preparation system, and berthing accommodations for all occupants. (Ord. 04-21 § 4 (part), 2004; Ord. 96-1366 § 4 (part), 1996)

An owner can rent out his vessel. The OWNER gets billed for any associated fees pertaining to live-aboard i.e. utilities, garbage and water. The owner turns around and collects the fees from the renter. It makes sense, especially if the owner lives out of town. He's guaranteed utilities to the boat. I've seen tenants in the past default on their utilities, power gets shut off....not good for the owner.

-----Original Message-----

From: aahpa-l-bounces@lists.alaska.edu  
[mailto:aahpa-l-bounces@lists.alaska.edu] On Behalf Of Dwight Tajon  
Sent: Tuesday, October 25, 2011 9:22 AM  
To: 'AAHPA (aahpa-l@lists.uaf.edu)'  
Subject: [AAHPA-L] Live-aboard Requirements

Greetings Members,

We are revisiting the live-aboard requirements here in Juneau and are interested in what other harbors have for requirements if a person decides to live on their vessel at the harbor OR if there is language prohibiting a boat owner from sub-leasing their boat out or sections of the vessel for multiple people to live in creating a motel type environment.

Thank you,  
Dwight J. Tajon  
Harbormaster  
CBJ Docks & Harbors  
(907) 586-5255

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AAHPA-L mailing list  
AAHPA-L@lists.alaska.edu  
<https://lists.alaska.edu/mailman/listinfo/aahpa-l>



PORT AND HARBOR OF HOMER 4350 HOMER SPIT ROAD HOMER, ALASKA 99603 PHONE: 907.235.3160  TERMINAL TARIFF NO. 600	FMC NO. 600	PAGE	23
		REVISED PAGE NO.	3rd

RULE: 34.13 - MOORAGE IN HARBOR (C)  
(continued)

No long term (more than 3 consecutive months) live-aboard situation is permitted in the harbor without Harbormaster's approval in ~~writing~~ <sup>writing</sup> after an evaluation of the sanitary, service and congestion problems that may be a result of such arrangement.

A stall, on becoming available, shall promptly be made available to the next applicant from the top of the appropriate waiting list, as provided herein. The applicant may be assigned to an available stall upon completion and execution of the moorage agreement, payment of the appropriate moorage fee, and providing proof satisfactory to the Harbormaster of vessel ownership or agreement to operate or intent to obtain a vessel within one year. In the latter case, the moorage agreement will not be renewed without showing satisfactory proof of vessel ownership. If an applicant does not want to sign a moorage agreement within the time prescribed by the Harbormaster, after being offered a stall, he will be placed at the bottom of the waiting list.

The reserved stall is personal to the individual named as owner or operator on the moorage agreement. The stall is reserved only with respect to the vessel indicated on the moorage agreement. If the vessel is not in the reserved stall, the Harbormaster may, at his discretion assign a transient vessel to the reserve stall. Neither the owner nor operator is entitled to payment for or reimbursement from the use of the reserved stall by the transient vessel.

No person may sell, lease, transfer or assign a moorage agreement for the use or control of the assigned stall to any other person or entity, or otherwise charge another person for the use of a stall. The City has the sole control of the assignment, transfer and use of the individual stalls. In the event of a sale, lease, transfer or assignment of a moorage agreement prohibited by this section, the Harbormaster shall revoke the moorage agreement after 10 days' written notice to the holder of the moorage agreement.

No Bed & Breakfast, lodging business, coffee shops or sandwich shops, cafes or similar types of businesses are allowed on boats in the harbor due to the potential of increased congestion and/or liabilities to the City and impact on services capability in the harbor.

A stall user who no longer has possession, control or custody of the vessel or loses the vessel to fire, sinking or other casualty may continue to pay moorage fees with respect to the stall and retain reserved use for a period of not more than one year from the date of sale, transfer or loss of possession of the vessel so long as he has replaced the vessel with another vessel



City & Borough of Juneau • Docks & Harbors  
155 S. Seward Street • Juneau, AK 99801  
(907) 586-0292 Phone • (907) 586-0295 Fax

## CBJ Harbors

**To: Operations Committee**  
**From: Dwight Tajon- Harbormaster**  
**Date: 12-01-2011**  
**Re: Multiple Stall Assignments at Deharts**

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Staff has brought to my attention the stall holders that are currently assigned spaces in Deharts, have more than the specified amount of stalls/slips as outlined in 05 CBJAC 40.035 (a) (3) Reserved Moorage Assignment (see attached).

In order to effectively assign stalls after the completion of the new A & B Floats at Statter these stall owners will need to be notified of the limitation of stalls they may have at any one time prior to the final closure of Deharts on 10-1-2012.

Notification to these customers now should give them ample time to decide which stalls they will give up prior to the assignment of the new stalls.

### **Recommendation:**

The Ops committee set an effective notice date of 10-1-2012 that ends the multiple use stalls of more than 2 stalls per person or company. The harbormaster will also send a letter of explanation.



Harbormaster will return the application and specify the information the applicant must submit to make the application complete.

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

- (1) The applicant owes any fee to the City and Borough of Juneau Docks and Harbors Department;
- (2) The applicant has been a party to an impounded boat administrative procedure outlined in CBJ 85.25.180; or
- (3) If the applicant's vessel does not meet the motive power requirements set out in CBJ 85.20.020(a) or the equipment requirements set out in CBJ 85.25.030.

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

- (1) If a reserved moorage space is not available, place the applicant on a waitlist in accordance with 05 CBJAC 40.040;
  - (2) If reserved moorage space is available, assign the applicant a reserved moorage space as set out in 05 CBJAC 40.035; or
  - (3) If the applicant purchased a boat shelter and the first right of refusal notifications were provided as set in 05 CBJAC 40.015(f), approve the moorage assignment.
- (Amended 9-12-2005, eff. 9-20-2005)

#### **05 CBJAC 40.030 Reserved moorage annual renewals.**

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

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

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

#### **05 CBJAC 40.035 Reserved moorage assignments.**

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

- (1) The applicant or assignee does not owe any past due amounts to the Docks and Harbors Department;
- (2) The applicant or assignee has not been a party to an impounded boat administrative procedure outlined in CBJ 85.25.180;
- (3) In cases where a waiting list exists for the slip or space size being assigned, the applicant or assignee has no more than two slips or spaces of any size assigned to them;
- (4) In cases where the size of the applicant's vessel has changed, the vessel complies with the size limitations set out in 05 CBJAC 40.010(f);
- (5) The applicant or assignee's vessel meets the motive power requirements set out in CBJ 85.20.020(a) and the equipment requirements contained in CBJ 85.25.030;



City & Borough of Juneau • Docks & Harbors  
155 S. Seward Street • Juneau, AK 99801  
(907) 586-0292 Phone • (907) 586-0295 Fax

## CBJ Harbors

Dear Deharts customer,

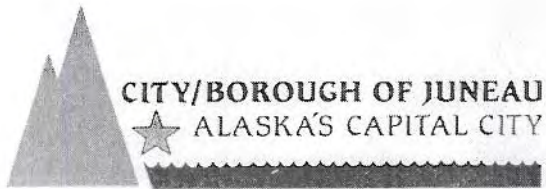
This letter is to advise you that you are currently assigned more than the number of stalls allowed prior to the purchase of Deharts by the CBJ Docks & Harbors. We do understand that this decision was made by the previous owner and given the circumstances of the construction of a new facility at Statter harbor, we simply will not have enough stalls to accommodate everyone that have more than two stall assignments as stated in our policy.

Our policy states (05 CBJAC 40.035 Reserved Moorage Assignments ) may only have up to two stalls assigned to them at any one time while there is a waiting list for the same area therefore, we ask that you make a decision to reduce the number of stalls you have currently by 10-1-2012 and inform the Auke Bay Harbor office which ones will be given up prior to assignment of the new area that will be constructed and completed by April 2013.

If you have questions please call 586-5255

Thank you,  
Dwight J. Tajon  
Harbormaster  
CBJ Docks & Harbors





City & Borough of Juneau • Docks & Harbors  
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## Port of Juneau

January 11, 2012

Mr. Jeff Duverney  
Juneau Marine Services  
1423 Harbor Way  
Juneau, AK 99801

Dear Mr. Duverney,

In my October 21<sup>st</sup> letter to you, I provided the results of a structural inspection of the boat haul-out facility at the Auke Bay Boatyard. The inspection essentially recommends the haul-out facility be rebuilt and the new load limit be downgraded to 25,000 pounds after maintenance repairs are conducted. The existing lease of April 10<sup>th</sup>, 2008 between the Docks and Harbors and Juneau Marine Services states the following:

### 3. TERM

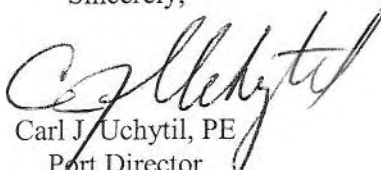
The effective date of this lease shall be the date this lease is signed by City. The term of the lease shall be ten (10) years, or until such time as a new haul-out facility is constructed, whichever is sooner. In the event a new haul-out facility is constructed during the term of the lease, the City agrees to offer Lessee a new lease, provided the new lease terms, including the lease payment, will be amended as necessary to address any new terms and conditions of the new lease, and to comply with any new CBJ Code provisions.

### 6. MAINTENANCE AND REPAIR OF IMPROVEMENTS

Lessee shall maintain and keep in good repair the Leased Premises during the term of the lease. All damage and repairs required to maintain the equipment and improvements in good, workable condition shall be promptly undertaken by the Lessee. Upon approval of the Docks and Harbors Board, Lessee may be granted lease rental credit for repairs and improvements judged to be beyond that expected due to normal wear and tear.

In accordance with the lease agreement, it is important for Docks and Harbors to understand your business needs as it relates to the haul-out facility. I invite you to attend the Docks and Harbors upcoming Operations Committee Meeting scheduled for 5 PM on January 17<sup>th</sup> at the Port-Customs Building on the downtown waterfront. If you are unable to this meeting, I encourage you to communicate your position to me in writing at your soonest convenience. Please feel free to contact me at any time with any concerns.

Sincerely,

  
Carl J. Uchytel, PE  
Port Director