

CBJ DOCKS & HARBORS BOARD
OPERATIONS COMMITTEE MEETING AGENDA
For Tuesday, February 14, 2012

- I. Call to Order** (5:00 p.m. at the **AURORA HARBOR OFFICE**).
 - II. Roll Call** (John Bush, Tom Donek, Don Etheridge, Kevin Jardell, Budd 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 January 17, 2012 Operations Board Meeting Minutes.**
 - VI. Items for Action.**

- 1. Miner's Hall Tidelands Lease Adjustment

Presentation by Port Director

Public Comment

Committee Discussion/Action

**MOTION: TO DIRECT THE PORT DIRECTOR TO PROCEED WITH
LEASE RENT ADJUSTMENT AND APPRAISAL FOR TIDELANDS
PROPERTY ASSOCIATED WITH MINER'S HALL.**

VII. Items for Information/Discussion.

- 1. Rescue Ladders at CBJ Harbor Facilities

Presentation by Port Director

- 2. Statter Harbor Boatyard Haul-Out Facility

Presentation by Port Director

- 3. Bull Rail Rot at Aurora Harbor Boat Houses

Presentation by Harbormaster

- 4. Downtown Harbor Dumpster

Presentation by Harbormaster

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5. Harbor Customer Personal Mail/Packages

Presentation by Harbormaster

6. Harbormaster Operations Report

Presentation by Harbormaster

VIII. Staff & Member Reports.

IX. Committee Administrative Matters.

1. Next Operations Committee meeting – March 20, 2012

X. Adjournment.

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

I. Call to Order.

Mr. Busch called the meeting to order at 5:04 p.m. at the Port/Customs Conference Room.

II. Roll.

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

The following members were absent: Wayne Wilson, and Don Etheridge.

Also in attendance were: Dwight Tajon – Harbor Master, Carl Uchytel – Port Director.

III. Approval of Agenda.

MOTION by Mr. Simpson: TO APPROVE THE AGENDA AS PRESENTED.

IV. Public Participation on Non-Agenda Items.
NONE

V. Approval of November 15, 2011 Operations committee Meeting Minutes.

Hearing no objection, the minutes from the November 15, 2011 Operations Committee Meeting is approved.

VI. Items for Action.

1. Juneau Alaska Communications Lease Application

Presentation by Port Director

Mr. Uchytel

This is a new lease because the existing one has expired. The existing lease was between Alaska Juneau Communications and the State of Alaska. Since then CBJ has gotten the tide lands and it was a 25 year lease. There is no need to go through then entire lease processes because the applicant was the privies lessee. What I am asking from the committee is the approval to move forward with the process outlined in CBJ ordinance with Juneau Alaska Communications lease application.

Public Comments

Paul Swanson - Juneau, Alaska 99801

There are a lot of things going on with cell towers right now but not with this one. It is a 172 foot tower and it will loose its usefulness so you might want to check the lease and see who is responsible for taking it down.

Committee Discussion/Action

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Mr. Uchytel

They are only asking for a ten year lease.

Mr. Simpson

This is just to allow Mr. Uchytel to move forward and it will come back to the board for the approval

Mr. Uchytel

This will allow DH to get it appraised then to the finance committee. They will approve what ever the value is, next the full board and then the City attorney. There are several steps. The land committee has to review it too.

Mr. Simpson

I move to approve that the Port Director can move forward with Juneau Alaska Communications lease application.

MOTION: PASSED – Approved Unanimously

2. John Gitkov and Jane Hawkins Lease Application

Presentation by Port Director

Mr. Uchytel

This lease application is for John Gitkov and Jane Hawkins it is a new lease for property out near the ferry terminal. The lease was transferred from the State of Alaska to the City so there needs to be a new one. The estimate for an appraisal is in, that would be the next step after approval from this committee. The estimate is \$3,750.00 and that would be at the expense of the applicant. Mr. Gitkov asked for a proposed term lease of 55 years. I think the max under CBJ law is 35 years.

Public Comment

Mr. Gitkov

I know that the State of Alaska has just extended their leases to 55 years. I know 35 years does sound like a long time but the last 30 years have gone by in a flash. My life doesn't jump around. Longer is nice, you buy equipment and do improvements. I don't want to get a head of my self this is more for the finance committee but I want to say it. When DH was putting in that new facility I did say that it would strongly affect my business. One third of our dock is used by the mine but the Kensington Mine boat now docks and refuels at the ABLF dock. The loading and unloading is down and because of this we had to lay off a full time employee. I am not complaining or whining I just want DH to know it has been devastating to our business.

Committee Discussion/Action

Mr. Simpson

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I move to approve that the Port Director can move forward with John Gitkov and Jane Hawkins lease application.

MOTION: PASSED – Approved Unanimously

3. Capital Office Park J.V.

Presentation by the Port Director

Mr. Uchytel

The Director of Engineering Rorie Watt was out surveying some lands in preparations for the sea walk and ran into Myles Slosberg. It turns out that he owns the land that the Fish and Game building is on. They have been using the land on the east side of the building as a parking. Mr. Watt let Mr. Slosberg know that was not his land it belongs to DH. Mr. Slosberg came to me and said that they have been using the land and they should pay for the use of it. I asked the port engineers if this would this impact any future project with the DH, they said no.

Mr. Donek

What is the little corner out from the outlined space closer to the water?

Mr. Jardell

With no improvements to the land I would be hesitant to lock it up for 30 years, if they are not investing any capital into it. Knowing that there is going to be a sea walk near it, I just don't know enough. Thirty years seems like a long time if they are just parking cars on it.

Mr. Simpson

It is a nice piece of property just to park cars on it.

Mr. Busch

That is what it has been used for over the last 30 years.

Mr. Jardell

If the sea walk does go right by there, there could be value in the property.

Mr. Uchytel

The trick to that is to have an out in the lease for DH to terminate the lease early based on growth.

Public Comment

Dennis Watson – Juneau, Alaska 99801

As a member of the public I would be reluctant to see the harbor put a 30 year lease on a piece of land on the water like that. It will have a sea walk near it and putting an out in the lease doesn't seem smart, make it a shorter lease.

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Committee Discussion/Action

Mr. Simpson

I move to approve that the Port Director can move forward with Capital Office Park J.V. lease application.

MOTION: PASSED – Approved Unanimously

VII. Items for Information/Discussion.

1. Harbormaster Operations Report

Presentation by Harbormaster

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 there are leaks from the main line. That is turned off and now feeding from the south and only reading from that end.**
5. Pilings for A-Float are installed and owners are 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

Mr. Busch – What are the rules for non-moving vehicles?

Mr. Tajon – Title 72 up to five days then it is considered storage and if it was junk vehicle it could be taken under title 36. You could tell that these vehicles had not moved due to the large amount of snow on them.

10. Repair plow lights on vehicle 007
11. Pulled all hydraulics off flatbed from the old sand spreader
12. Install Non-Skid on bottom of main ramp at Statter
13. Changed out batteries and lights on Statter breakwater – **the crew is working on one light that is still having trouble.**
14. Installed new gravel spreader for Statter truck
15. New boom truck arrived – **It is downtown but it will be moved out to the ABLF by the 23rd because the inspector will be here. I am waiting for personal to give me the okay on the tests required for the CDL holders for the drug program.**

2. Live Aboard Agreement/Registration

Presentation by Harbormaster

Mr. Tajon

The Port of Bremerton has a five page agreement; it is more or less a contract for the live aboard. Also there is a copy of our current registration. DH currently doesn't have a set of rules. The only thing DH has to go by if there is a problem patron in the harbors is to charge them a daily rate for not registering as a live aboard. There are no signs that are applicable to issues citations to

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them. I talked with Amy Mead (CBJ Law Department) about posting some signs and she said that wouldn't be a good idea unless there is an ordinance to back it up. In some of the examples if patrons don't register they and vessel can be evicted from the harbor. Ms. Mead also said that if there was something in the Bremerton agreement that would work best she will look at it and then draft a new ordinance with it. The only ordinance in DH is 05 CBJAC 20.050.

Mr. Busch

This is in the process right now? Ms. Mead has not sat down with you to go over the limited regulations DH has right now? What DH can and can not do at this time? Where do you see DH with items like: Sub Lease, Commercial Contracting aspect, and pets?

Mr. Tajon

Sub leasing didn't seem to be a problem? For individuals that wanted to lease the boat out as a business Ms. Mead thinks there is a way to go after that for commercial permits. Also for the problem pets there are City ordinances there and professionals for enforcing those laws and issuing the citations.

Mr. Simpson

Hasn't there been a policy for years about not being able to sublet your boat for resident? Is that just an unwritten policy? Where is that in DH policy? There has been a number of live aboard rules. Where have they come from? Are they just unwritten rules?

Mr. Tajon

After reading a large amount of the rules 05 CBJAC policy, the only thing I found was the surcharge and a patron under the age of 16 was allowed to transit back and forth. There is nothing else for residents.

Mr. Simpson

I thought there were rules and regulations set, but if not I guess DH can not enforce them. I like these summaries from the other harbors that gives DH range of what others are doing. I think everyone should go through the examples and par it down to about two pages and come up with some written agreement. Then give it force with an ordinance and go with it. It is going to take a few meetings and maybe some work shops to get throw it. Maybe by the end of spring DH will have something they can enforce.

Mr. Donek

One of my concerns it sanitation, DH needs to get people using their tanks. If DH doesn't do it I could see the State stepping in.

Mr. Busch

That is something I noticed in the examples, the harbor staff having the ability to go on and check to make sure the boats are not pumping directly into the water. I don't know if DH will have much success with the pets or how many people. That would be limited by haul carrying capacity of the vessel.

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Mr. Simpson

I am really concern about the sanitation.

Mr. Uchytel

The way to address that is to move towards becoming certified through the Alaska Clean Harbors Program. There is a lot of education and signage, and getting people to be self compliant. That is something I would really like to focus on.

Mr. Busch

Maybe not this next meeting but the one after that would be a good time for a focus work group after the meeting to look at the regulations. By then Ms. Mead's comments will be back on these purposed regulations.

Mr. Simpson

Maybe the committee should give Ms. Mead our take on what the committee likes first.

Mr. Uchytel

The new regulations must be enforceable. The officers need to be able to articulate these are the regulations and this is what happens if you don't follow them.

Mr. Simpson

Go over the packets, highlight the regulations that need to be put into DH's regulations and then forward them to Dwight.

3. Multiple Stall Assignments at DeHart's

Presentation by Harbormaster

Mr. Tajon

The Staff has brought to my attention that there are some stall holders in DeHarts that currently have more than the specified amount of stalls/slips as outlined in 05 CBJAC 40.035 (a) (3) Reserved Moorage Assignment. These patrons need to be notified of the limitations prior to the final closure of DeHarts on 10/1/2012 if everything goes on schedule. The recommendation is for the Operations Committee to set an effective notice date of 10/01/2012 that ends the multiple use stalls of more than two stalls per person/company. The harbormaster will also send letter of explanation.

Mr. Busch

There are two entities that fall under this? Do you recall how many vessels each patron has?

Mr. Tajon

Yes there are two. These patrons had the stall before the purchase of DeHarts.

Ms. Young

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That was not looked into specifically. I am not sure. I do know that there are more boats between the two companies then there are stalls between the two.

Mr. Jardell

I would suggest that DH calls them and communicate with them before sending a letter, then send the letter.

Mr. Busch

That has started and they have the opportunity to sit in on this meeting.

Mr. Simpson

Make sure DH offers them other places if there are places that would work for them.

Mr. Donek

How does that apply to the regulations? Is it two slips per harbor or the system?

Mr. Tajon

The regulations say if there is a wait list for a particular harbor you may not be assigned more than two slips.

Mr. Simpson

In a particular harbor?

Mr. Busch

It doesn't even specify; it mentions in cases where a waiting list exist for the slips or spaces being assigned the applicant or assignee has no more than two slips or spaces assigned to them. Please introduce your self Dean.

Mr. Murayama

I am the owner of Anchor Point Lodge, one of the patrons in the DeHarts Harbor along with the Shelter Lodge owner Richard Yamada which I am speaking for too. Shelter Lodge has been with the DeHarts for 30 years and Anchor Point Lodge for 27 years. Just for the record between the two lodges there are a total of seven stalls we occupy, four under Shelter Lodge and three under Anchor Point Lodge. In the November meeting minutes it stated that there were eight slips between the two. What was the rational behind limiting the amount of stalls provided the stall holders are current on all stall fees for the slips?

Mr. Busch

From my perspective the original intent for limiting the number of stalls as a City and Borough entity was to try and offer it to as many patrons as possible without allowing the large blocks of stall to be taken out by commercial entities in a highly desirable area like Statter Harbor. The intent was to try and keep that available to the public as much as possible.

Mr. Jardell

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I think part of the foundation for this is the application of the rules for everyone. When DeHarts was purchased there was some leeway given to keep things the way they were but with an understanding that when DeHarts as purchased it was going to be removed. With the building of the new floats at Statter, DH has ordinances in place that needs to be applied fairly to all harbors and these are the ordinances that need to be applied. It is really the final step in bring the facility in line with all the other harbors.

Mr. Murayama

I noticed in the ordinances that no more than two slips be available per person if there is a waiting list. These fingers that are being put in to accommodate the displaced DeHarts patrons are going to be more then ample for the patrons there already. Is there a waiting list on top of that?

Mr. Busch

Yes there is.

Ms. Young

There are 14 for the 32' stalls and six for the 42' stalls.

Mr. Murayama

What is the out look for the smaller vessels?

Mr. Busch

There are only 32' and 42' slips that are in the replacement. So there are not a smaller set of stalls available. They are all moving to the 32' and 42' lengths. Your vessels even know smaller will be moving into a 32' slip.

Mr. Murayama

How are the fees going to be assets in regards to that?

Mr. Busch

That is still going to be finalized. But the assumption as Mr. Jardell was mentioning, is to have the new slips underneath the current regulations. That way there are not two sets of regulations. The fee structure would follow as it is currently written in the regulations: based on the length of the vessel or stall which ever is greater.

Mr. Murayama

Vessels that are side tied are not charged a daily fee, is that still correct?

Mr. Busch

Are you talking about over in the main Statter area?

Ms. Young

I believe they do charge the smaller vessels when they side tie to a boat.

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Mr. Murayama

With regards to what we were lead to believe as far as patrons of DeHarts was that we were going to be able to keep our stalls after the City took over the private marina. Now that is all going to change because as it stands now DeHarts is going to be ripped out. Now all that regulation, pre agreement or what we were lead to believe as being able to keep our stalls and our numbers of stalls, that is going to change.

Mr. Busch

All of the current stall holders will get moved over and get new slips.

Mr. Murayama

How are these new stalls going to be assigned?

Mr. Busch

That is going to be determined at a later date. Right now the discussion is a lottery system starting with pre-City owned, post and waitlist. This process still has to be worked out. What is the impact of dropping down to two stalls?

Mr. Murayama

Historically what the two lodges have done is shared our stalls between our four boats each as long as there was only one boat in there at a time. It will create a hard ship for both of our businesses in terms of logistics and speed at witch we get in and out of the harbor. This will also impact all of those that use the loading zone.

Mr. Uchtyl

How big are your vessels?

Mr. Murayama

The boats are 22'.

Paul Swanson – Juneau, Alaska, 99801

I see one of the problems is when DH bought DeHarts there was aproximitly 100 slips now DH is building 64 or so; there are fewer slips available to start with. I am curios, when the whale watch boats get their boarding dock are these commercial guys going to be able to use it.

Mr. Busch

With moving forward keeping the regulations consistent and not creating a separate regulations the harbor master needs to go a head with the notifications that these regulations will come into play by the spring of 2013.

4. Juneau Marine Services Auke Bay Boatyard Haulout Status

Presentation by Port Director

Mr. Uchtyl

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This is just an update about where DH stands with Juneau Marine Services boat lift out at Auke Bay. In October there was a structural inspections done on the boat haul out by PND. They recommended that the entire boat lift be replaced. Also there was a recommendation to continue use with about \$40,000.00 worth of maintenance repairs. The load capacity would be down graded to 25,000lbs. which is half of its current weight capacity. I have been trying to get a hold of JMS to find out what that means to their business plan if DH elects to make repairs or not make them. I have left messages on the cell phone, at the office, faxed, and mailed this letter to them and I don't have an e-mail address. That is the status on that.

Mr. Jardell

Next step? I think the next letter should come from the law department.

Mr. Busch

DH will need to look at the ramifications of not taking any action by the spring because by March boaters will be thinking of getting their boats re-launched.

Mr. Donek

DH needs to keep that boat lift in operations and the repairs need to start. Even at 25,000lbs that can lift a lot of boats and DH will have the new trailer to handle the bigger ones. The space JMS is using now is not going to be used in the near future. If DH lets the facilities good and then tries to put it back they won't be able to. The next step is to figure out where the money is going to come from, get a design and get it repaired before this spring.

Mr. Uchytel

The way the lease should work is JMS does repairs and ask for back rent consideration from the DH board. Alternatively DH could execute that contract and charge JMS.

Mr. Busch

I hope there can be some face to face communications and come to an agreeable solution.

Mr. Jardell

DH needs to move forward and get it done if DH can not get in touch with JMS. DH needs to get in touch with law for protection purposes.

Mr. Donek

This is DH facility. It is an old structure. It is not something JMS broke, it is just worn out. So DH needs to fix it. As far as how the works gets done DH needs P&D needs to design the repairs. Then the repairs need to be completed whether it is through DH, a contractor or JMS whom ever does it will have to follow the repair designs to do it correctly. I am a little hesitant to dump it on JMS and say go fix it. It has to be fixed correctly.

Mr. Jardell

In the lease it states that JMS is going to take on the operations, maintenance and repair damage, and the fact that DH can not get a hold of them. I don't think DH should be on the hook

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for 100% of the cost and less they can come forward and negotiate with the board.

Mr. Donek

It needs to get fixed.

Mr. Simpson

I agree it needs to be fixed. DH needs to look at a way to share the cost.

Mr. Uchytel

I will talk to legal but when I was dealing with them back in October their first take was the lessee was responsible. I will go back and make sure that the City attorney knows that it was in decrepit conditions when they got it or less then adequate condition when the lease was signed.

Mr. Busch

How many years has JMS been there?

Mr. Uchytel

In 2008 JMS stated to leases the facilities.

Mr. Busch

Lets put this back on the agenda for next meeting as an action item.

Mr. Donek

Mr. Uchytel it would be nice if you could get a hold of PND and get a proposal from them for the deign repairs. That will be the first step.

VIII. Staff & Member Reports.

Mr. Tajon

I will be at the boat show for the full board meeting.

Mr. Busch

Right now on the administrator calendar the Custom and Port Office is listed as the meeting location. If there is no objection I would like to change the location back to the Aurora Harbor Office.

IX. Committee Administrative Matters.

1. The next Operations Committee meeting – February 14th, 2012 at 5:00 pm at the Aurora Harbor Office.

X. Adjournment.

The meeting Adjourned at 6:12 P.M.



Docks and Harbors

To: Operations Committee
CC:
From: Carl Uchytel, Port Director
Date: January 26th, 2012
Re: Miner's Hall Tideland Lease Rent Adjustment Due

I recommend the Committee review the tidelands lease that was due for adjustment on May 1, 2011, and recommend the Port Director have an appraisal conducted to establish a new rent. This lease contains 1,954.7 square feet, with a current rate set on May 1, 2006 at \$19,547.00 annually. Per Appendix B lease provisions required by CBJ Chapter 53.20, (2) Adjustment of rental, Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term.

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

Attachments

[Handwritten marks]

MAY 17 2006

MINER'S HALL TIDELAND LEASE

PART I. PARTIES. This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "City," and Boudewijn Roeland and Hendrika Flamée, hereafter, collectively, "Lessees" or "Lessee."

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

City:
Attn: John M. Stone, P.E.
Port Director
City and Borough of Juneau

Lessees:
Attn: Boudewijn Roeland and
Hendrika Flamée
Lessees

155 S. Seward Street
Juneau, AK 99801
Phone: 586-0494
Fax: 463-2606

P.O. Box 240748
Douglas, AK 99801
Phone: 011-32-475-75-80-17
Fax: 364-3464

PART III. LEASE DESCRIPTION. This lease agreement is identified as: Miner's Hall Tideland Lease. The following appendices are attached hereto and are considered a part of this lease agreement as well as anything incorporated by reference or attached to those appendices.

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

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

PART IV. LEASE EXECUTION. City and Lessees agree and sign below. This contract is not effective until signed by City.

City:

Lessee:

Date: MAY 2, 2006

Date: May 17, 2006

By: [Signature]
Authorized Representative
John M. Stone, Port Director

By: [Signature]
Boudewijn Roeland, Lessee

Lessee:

Date:

By:

Hendrika Flamée, Lessee

May 17, 2006

CITY ACKNOWLEDGEMENT

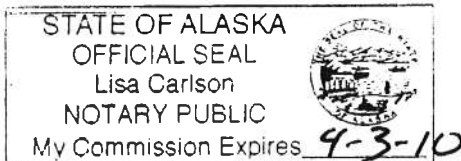
STATE OF ALASKA

FIRST JUDICIAL DISTRICT

)
) ss:
)

This is to certify that on the 2nd day of MAY, 2006, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John M. Stone to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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



Lisa Carlson
Notary Public in and for the State of Alaska
My Commission Expires: 4-3-10

LESSEE ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on the 17th day of May, 2006, before me, the undersigned, (Title) _____, duly commissioned and sworn, personally appeared Boudewijn Roeland to me known to be the identical individual described in and who executed the foregoing instrument as Lessee, which executed the above and foregoing instrument; who on oath stated that he was duly authorized to execute said instrument; who acknowledged to me that he signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

The above signature(s) has been seen by us,

Notary Frederic Caudron at Erembodegem (Aalst) and

we certify it to be genuinely the signature(s) of

(Title) _____
My Commission Expires: _____

7/7/16
Boudewijn Roeland
Miner's Hall Tideland Lease

LESSEE ACKNOWLEDGEMENT

THIS IS TO CERTIFY that on the ____ day of _____, 200__, before me, the undersigned, (Title) _____, duly commissioned and sworn, personally appeared Hendrika Flamée to me known to be the identical individual described in and who executed the foregoing instrument as Lessee, which executed the above and foregoing instrument; who on oath stated that she was duly authorized to execute said instrument; who acknowledged to me that she signed the same freely and voluntarily for the uses and purposes therein mentioned.

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

(Title) _____
My Commission Expires: _____

Risk Management Review: _____, Risk Manager

Approved as to Form: _____, Law Department

APPENDIX A: PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

DESCRIPTION OF PROPERTY

The property subject to this lease is generally referred to as "the Leased Premises" or "the Property." The Leased Premises are as follows:

A fraction of Lot 9B, Block 83 of the Tidelands Addition to the City of Juneau, within A.T.S. No. 3, Juneau Recording District, First Judicial District, State of Alaska, as depicted as follows:

Beginning at the west corner of Lot 10, Block 83, and the northerly corner of said Lot 9B, said corner also being on the southeasterly side of a 20.0' alley; thence S 36° 48' 54" E 47.95 feet, and along the common line of said Lot 10; thence S 48° 42' 30" W 37.95 feet; thence N 41° 17' 30" W 47.83 feet; thence N 36° 12' 19" E 11.07 feet, to a point on the southwesterly corner of said alley; thence along alley N 53° 11' 30" E 31.00 feet to the point of beginning.

Containing 1,954.7 square feet, more or less.

Attachment 1 to this Appendix A is a two-page Plot Plan of the Leased Premises. The Plot Plan also shows the Miner's Hall easement for batter piles.

AUTHORITY


This lease is entered into pursuant to the authority of City Code: CBJ 85.02.060(a)(5) and CBJ Chapter 53.20; and Ordinance 2005-45 enacted by the Assembly on November 14, 2005 and effective on December 14, 2005.

TERM AND RENEWAL OPTION

The effective date of this lease is MAY 1, 2006. The term of the lease is 35 years, ending on MAY 1, 2041, unless sooner terminated. City grants Lessee an option to renew this lease for one, successive period of 35 years. Lessee shall exercise this option, if at all, by written notice given to City during the first six months of the last year of the underlying lease term.

LEASE PAYMENTS AND ADJUSTMENTS

From MAY 1, 2006 through APRIL 30, 2011, the annual rental amount shall be Nineteen Thousand Five Hundred and Forty-Seven Dollars (\$19,547.00) per year, plus sales tax. Rental payments shall be made monthly in advance. Beginning MAY 1, 2011, the annual rental shall be adjusted by the Port Director for the



next five-year period of this lease, and then every five years thereafter, pursuant to Appendix B to this lease.

AUTHORIZED USE OF LEASED PREMISES

Lessee is authorized to use the Leased Premises for the construction, operation, and maintenance of a retail commercial building. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises.

City intends to construct a public seawalk, a portion of which will be located immediately seaward of the Leased Premises. Lessee shall grant City any required easements within the Leased Premises for construction of the seawalk, the exact location of which shall be determined by City; provided, that construction of the seawalk shall not interfere with Lessee's ability to immediately pursue Lessee's development plan for the Leased Premises upon Lessee's receipt of all necessary permits and approvals, or interrupt or delay Lessee's construction or ingress and egress.

ADDITIONAL LEASE PROVISIONS

The following provisions apply to this lease:

Lessee agrees to comply with applicable port security requirements.

Lessee will be responsible for all utility, snow removal, maintenance or repair, engineering, design, slope stabilization, or other improvements or services to the Leased Premises. City will not provide any utility, snow removal, maintenance or repair, engineering, design, slope stabilization, or other improvements or services to the Leased Premises.

The parties agree that Lessee's rights and obligations under this lease may be assigned to a limited liability company (LLC), provided, that before any such assignment, Lessee shall give City not less than 30 days written notice and any assignment document shall be subject to the prior written approval of City, which approval shall not be unreasonably withheld. In addition, the provisions on assignment in Appendix B to this lease shall apply.

INSURANCE

Commercial General Liability Insurance

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

Property Insurance

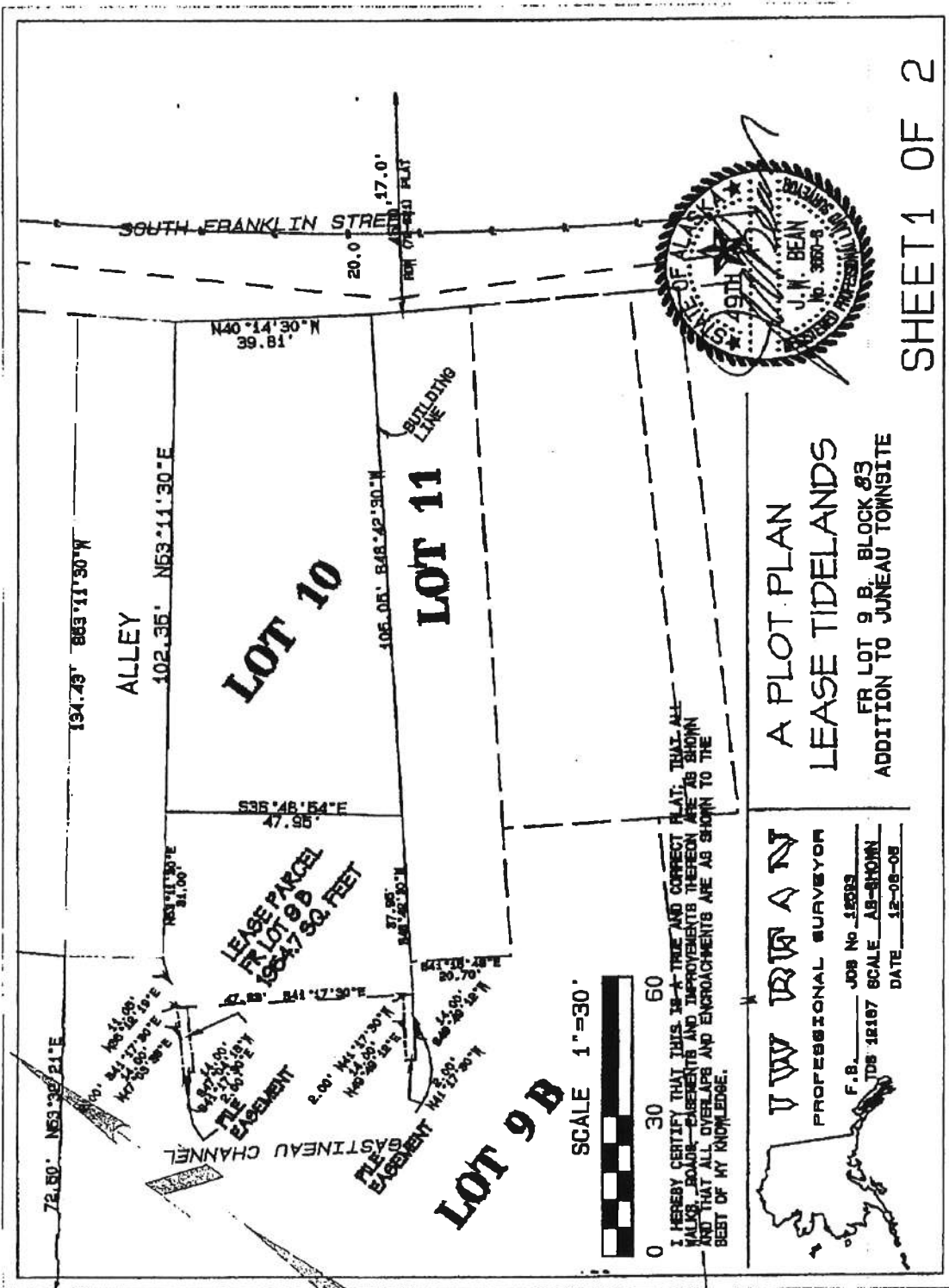
Lessee acknowledges that City carries no fire or other casualty insurance on the Leased Premises or improvements located thereon belonging to Lessee, and that it is Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, or other improvements, or





personal property located on the Leased Premises, and adequate insurance to cover debris removal.







Attachment 1
2 of 2 pages



2006-006404-0



APPENDIX B: LEASE PROVISIONS REQUIRED BY CBJ CHAPTER 53.20

RESPONSIBILITY TO PROPERLY LOCATE ON LEASED PREMISES.

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

APPROVAL OF OTHER AUTHORITIES.

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

TERMS AND CONDITIONS OF LEASES REQUIRED BY CBJ 53.20.190.


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

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

(2) **Adjustment of Rental.** Lessee agrees to a review and adjustment of the annual rental payment by the Port Director not less often than every fifth year of the lease term 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 City has right or title, excluding landfill placed upon the land by Lessee, except that the value of any improvements credited against rentals shall be included in the value. Lessee may protest the adjustment to the Port Director, 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.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sublessee shall first apply to City for a permit therefor; and further provided, that the improvements on the Leased Premises are the substantial reason for the sublease. Leases not having improvements thereon shall not be sublet. Subleases shall be in writing and be subject to the terms and conditions of the original lease; all terms, conditions, and covenants of the underlying lease that may be made to apply to the sublease are hereby incorporated into the sublease.

(4) **Assignment.** Lessee may assign its rights and obligations under this lease; provided, that the proposed assignment shall be approved by City prior to any assignment. The assignee shall be subject to all of the provisions of the lease. All terms, conditions, and covenants of the



underlying lease that may be made applicable to the assignment are hereby incorporated into the assignment.

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

(6) **Cancellation and Forfeiture.**

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

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

(C) If Lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this code, and should the default continue for thirty calendar days after service of written notice by City without remedy by Lessee of the conditions warranting default, City may subject Lessee to appropriate legal action including, but not limited to, forfeiture of the lease. No improvements may be removed by Lessee or other person during any time Lessee is in default.

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


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

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

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

(10) **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 City code.





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

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


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

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

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

(A) If any improvements and/or chattels not owned by City and having an appraised value in excess of five thousand dollars as determined by the assessor are not removed within the time allowed, such improvements and/or chattels shall upon due notice to Lessee, be sold at public sale under the direction of City. The proceeds of the sale shall inure to Lessee preceding if Lessee placed such improvements and/or chattels on the lands, after deducting for City rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the Port Director are received, title to such improvements and/or chattels shall vest in City.

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



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

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

(18) **Condition of Premises.** Lessee shall keep the premises of the lease in neat, clean, sanitary and safe condition 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. Lessee shall not undertake any activity that causes or increases a sloughing off or loss of surface materials of the leased land.

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

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

(21) **Rights-of-Way.** City expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of City to do so. If City grants an easement or right-of-way across any of the leased land, 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 Lessee for loss of use.


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

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



APPENDIX C: STANDARD PROVISIONS

- (1) **Holding Over.** If Lessee holds over beyond the expiration of the term of this lease and the term has not been extended or renewed in writing, such holding over will be a tenancy from month-to-month only.
- (2) **Interest on Late Payments.** Should any installment of rent or other charges provided for under the terms of this lease not be paid when due, the same shall bear interest at the rate established by ordinance for late payments or at the rate of 12 percent per annum, if no rate has been set by ordinance.
- (3) **Taxes, Assessments, and Liens.** During the term of this lease, Lessee shall pay, in addition to the rents, all taxes, assessments, rates, charges, and utility bills for the Leased Premises and Lessee shall promptly pay or otherwise cause to be discharged, any claim resulting or likely to result in a lien, against the Leased Premises or the improvements placed thereon.
- (4) **Easements.** Lessee shall place no building or structure over any portion of the Leased Premises where the same has been set aside or reserved for easements.
- (5) **Encumbrance of Parcel.** Lessee shall not encumber or cloud City's title to the Leased Premises or enter into any lease, easement, or other obligation of City's title without the prior written consent of City; and any such act or omission, without the prior written consent of City, shall be void against City and may be considered a breach of this lease.
- (6) **Valid Existing Rights.** This lease is entered into and made subject to all existing rights, including easements, rights-of-way, reservations, or other interests in land in existence, on the date of execution of this lease.
- (7) **State Discrimination Laws.** Lessee agrees, in using and operating the Leased Premises, to comply with applicable sections of Alaska law prohibiting discrimination, particularly Title 18 of the Alaska Statutes, Chapter 80, Article 4 (Discriminatory Practices Prohibited). In the event of Lessee's failure to comply any of the above non-discrimination covenants, City shall have the right to terminate the lease.
- (8) **Unsafe Use.** Lessee shall not do anything in or upon the Leased Premises, nor bring or keep anything therein, which will unreasonably increase or tend to increase the risk of fire or cause a safety hazard to persons or obstruct or interfere with the rights of any other tenant(s) or in any way injure or annoy them or which violates or causes violation of any applicable health, fire, environmental or other regulation by any level of government.
- (9) **Hold Harmless.** Lessee agrees to defend, indemnify, and save City, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of the use and occupancy of the Leased Premises by Lessee. This agreement to defend, indemnify, and hold harmless is without limitation as to the amount of fees, and without limitation as to any

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

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

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



Carl Uchytíl

From: Sue Schrader [schrader@gci.net]
Sent: Saturday, January 21, 2012 2:44 PM
To: Carl Uchytíl
Subject: RE: Letter for Docks & Harbor Board Members
Thanks Carl,

I will plan to attend the committee mtg at 5 pm on the 14th –

I appreciate your attention to my concerns.

Sue

Sue Schrader
Home: 907-789-1269
Cell: 907-209-5761

From: Carl Uchytíl [mailto:Carl_Uchytíl@ci.juneau.ak.us]
Sent: Friday, January 20, 2012 2:53 PM
To: 'Sue Schrader'
Cc: John Hartle; Dwight Tajon; City Clerk
Subject: RE: Letter for Docks & Harbor Board Members

Ms. Schrader,
I appreciate you bringing this topic forward. We intend to place the topic at the next Docks & Harbors Operations Committee Meeting scheduled for 5 PM on February 14 at the Aurora Harbor Office. This would precede the Regular Board Meeting scheduled for 7 PM on February 23rd at Assembly Chambers. If you are available, I would invite you and encourage you to attend the Operations Committee Meeting before addressing the Regular Board.
Thanks you for your concern on this Docks & Harbors matter.
Kind regards,
Carl Uchytíl

From: Sue Schrader [mailto:schrader@gci.net]
Sent: Friday, January 20, 2012 11:24 AM
To: Carl Uchytíl
Cc: John Hartle; Dwight Tajon
Subject: Letter for Docks & Harbor Board Members

Hello Mr. Uchytíl,

The CJB Clerk's office advised me to email this letter to you for distribution to all the D&H Board members.

Please note that I have included Mr. Tajon and Mr. Hartle, whom I cc'd on the letter, in this email.

Thank you -

Sue Schrader
Home: 907-789-1269
Cell: 907-209-5761

2/10/2012

PO Box 240325
Douglas, AK 99824
January 19, 2012

VIA EMAIL TO CARL_UCHYTIL@CI.JUNEAU.AK.US

City & Borough of Juneau
Docks & Harbor Board
155 South Seward St.
Juneau, AK 99801

RE: Absence of Emergency Rescue Ladders in CBJ Harbors

Dear Docks & Harbor Board Members:

My husband and I have rented slips for our Nordic Tug at Aurora or Harris harbor for the past 13 years. As recreational boaters, we have visited nearly all the harbors throughout Southeast Alaska and have noticed that Sitka harbor and Hoonah harbor (and possibly others) have rescue ladders spaced approximately every 50 yards along their docks.

I spoke with Mr. Tajon in late December, 2011, who informed me that due to liability issues, CBJ has chosen not to install this critical safety item. I do not know (nor did Mr. Tajon) when this decision was made. However, I urge the Board to consider whether the *absence* of these ladders exposes CBJ to greater liability, and more importantly, whether their absence is putting harbor users at serious risk.

I would like to briefly discuss this issue with the Board at your February 23rd meeting during the public participation portion of the agenda.

Sincerely,



Susan E. Schrader
phone: 789-1269

cc: Dwight Tajon, Harbormaster
Carl Uchytel, Port Director
John Hartle, City Attorney



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
Cc: Carl Uchytel- Port Director
Date: 2-7-2012
Re: Bull rails for boat houses

We have repair issues with some of the bull rails down in Aurora harbor with some of the boat house bull rails. The chains that the owners are using to secure the boat houses to the wooden bull rail at some of the locations have worn to the point of needing repair/replacement.

The problem that we have run in to during a pre-inspection to see if the repairs can be done is at the wood whaler. This whaler is on the exterior of the cement floats and happens to be rotten in some of the areas where the carriage bolt is attached to. The whaler was installed in a staggered way to give the cement floats stability. In order to replace these whalers properly would mean to either have the boat and boat house moved away or tie it up to the neighboring boat house while repairs can be done properly.

The bigger questions are, if we are responsible for complete repairs/replacement of the bull rails and whalers or if we perform the repairs and bill the boat house owner.



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
Cc: Carl Uchytel- Port Director
Date: 2-9-2012
Re: 10 & 20 Yard Dumpsters

Last week during our recent snow storm Supervisor Bob Clauder was stopped by Mike Dobson at C-approach. He informed Mr. Clauder that due to the weight of the snow on the dumpster lid when he was trying to open the lid that the winch handle snapped back on to his forearm. Mr. Dobson wasn't hurt too badly and said that if it had been anyone else, it would've broken their arm.

When talking with Bob about a possible solution, one solution was to have a shed type roof built to keep the snow and water out of the dumpster. This would help with possibly lowering the cost of our dumping fees since Waste Management charges by weight.

The other solution would be to ask Arrow Refuse if it's possible to have thin sheet metal lids installed on our dumpster that is similar to one of our 10 yard dumpsters that we use seasonally. The problem that we may run in to with that idea is that the snow may have a tendency to stick to cold steel instead of sliding off when attempting to open the lid with the winch on the dumpster.

Recommendation:

If we are to look in to installing shed roofs over dumpsters that we only look at installing them over dumpsters that are in higher use and less wind such as Aurora C-dumpster and Harris dumpster.

Dwight Tajon

From: Bob Clauder

Sent: Thursday, February 09, 2012 8:49 AM

To: Dwight Tajon

Subject: Dumpsters

I think that we should look at putting roofs over the 3 dumpster that are in the fenced areas – Douglas, Harris, Aurora “C” ramp – this winter with the heavy snow at least 1 person was injured by the handle on the dumpster – while trying to crank the lid open the handle back lashed and hit his arm just above the wrist. We try to keep the dumpsters clear of snow as best as possible but the snow builds up on them due to the small screen mesh that covers the lids, if we put shed roofs over the tops of the fenced area all the snow would slid off the back this would save the Harbors a large amount of money as we would not have all the rain and snow saturating everything in the dumpsters and the potential of injury to the harbor patrons.

Bob Clauder
Senior OMS Dock and Harbors
586-5255
321-0843 Cell

2/9/2012



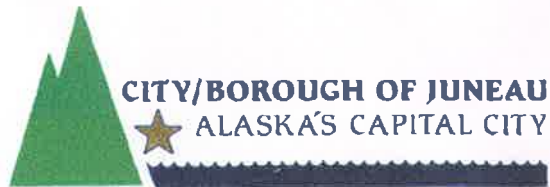
City & Borough of Juneau • Docks & Harbors
155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

CBJ Harbors

To: Operations Committee
From: Dwight Tajon- Harbormaster
Cc: Carl Uchytel- Port Director
Date: 2-9-12
Re: Harbor Customer Personal Mail/Packages

Harbor Staff has brought to my attention the amount of personal mail and packages being delivered directly to our offices for our harbor customers to pick up at a later time. It has been a noticeable safety issue at times due to the large volume that is cluttering the office walkways. If we were to have a surprise inspection from OSHA, we probably would be fined for violations of minimum walkways and doorway distances (3 feet).

Since we do not have a mail service in town that could take mail or packages for harbor customers, we may need to send out a general letter to all customers during the next billing cycle explaining that we will no longer accept mail or packages from customers at our offices of Aurora or Statter Harbor and they will need to obtain a post office box to continue to receive their personal mail and packages.



CBJ Harbors

Harbormaster's Monthly Report:

1. Net barge has been put in to temporary place at the ABLF. It has been positioned so that it can remain there until the DNR permit is approved.
2. Bull rail damage as previously noted.
3. Aurora C-water line end cap has failed. Flange on the end of the line is cracked at the weld. C-float is without water until a repair can be made. Live-aboards on C-float have been notified of the problem.
4. Lighting problems at the ABLF- contractor has been called.
5. Snow removal & equipment maintenance.
6. Secure A-float break in dock with chain binders.
7. Repaired electrical problems on harbor boat.
8. Repaired gravel spreader chain-master link broke.
9. Crane Maintenance at ABLF.
10. Closed Amalga restrooms due to freezing conditions-put in port-a-potty.
11. Replaced blocking where floats had to be chained together.
12. Assisted Erich, Gary & PND with buoy placement for test run for boats in area of CST & IVF where 16B dock dolphins are to be tied.
13. Electrical repairs to A-float
14. Fishermans terminal lights, A-approach lights worked on and replaced
15. Finger float pin replacement to B & C float fingers



City & Borough of Juneau • Docks & Harbors
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CBJ Harbors

To: Operations Committee
From: Dwight Tajon- Harbormaster
Cc: Carl Uchytel- Port Director
Date: 2-9-12
Re: Seattle Boat Show

This year Carl and I attended the Seattle Boat Show to provide information to the boaters traveling up to Alaska. We manned a booth for the Alaska Association of Harbormasters and Port Administrators (AAHPA) with the assistance of Kodiak Harbors and Ketchikan Harbors. We were also booth neighbors to Wrangell Harbors.

We handed out some brochures that were provided to us by the Juneau Convention & Visitors Bureau (JCVB), Kodiak Harbors and Ketchikan Harbors and gave them a tri-fold of local information and services in our town and also the discounts. I let those that had more questions regarding their trip to email me directly and I would surely respond back directing them where to find additional information.

Those that were given the discounts were very very appreciative and are looking forward to the trip up. I handed out roughly 30 of my business cards and Carl handed out 27 letters for the discounts totaling 57.

Attached is what I printed off from the Seattle Boat Show organizer Brad Vickers after I sent an e-mail asking if he had any numbers on the amount of boat show attendees. From their website it is explained that there was an 11% drop from last years 60k for a total of 53,275 this year in attendance.

We received a lot of positive feed back with only one complaint that Carl had fielded regarding radio directions and tie-up assistance.

Record sales, strong buying interest early report at Seattle Boat Show

Buyers turned out in force according to widespread reports across exhibit aisles for the 65th annual Seattle Boat Show, Indoors + Afloat, which concluded on Sunday, February 5 at CenturyLink Field and South Lake Union.

The Seattle Boat Show, which is the largest boat show on the West Coast, was presented in partnership with the Washington State Parks Boating Safety Program.

Exhibitors at the 10-day event reported strong sales during both weekends, including record sales by not only accessory exhibitors but also long-time Seattle Boat Show exhibiting boat dealers.

"The reports I have had from exhibitors is that the Seattle Boat Show continues to be a strong selling show," said Northwest Marine Trade Association (NMTA) Boat Show Director Brad Vickers. "There were sales to be made and as always, some exhibitors made more sales than others, but I think the key is that we're getting very committed boaters through the doors at the Seattle Boat Show."

NMTA produces the indoor portion of the Seattle Boat Show. Buyers were also reported at the Afloat portion of the Show, organized by the Northwest Yacht Brokers Association, on South Lake Union.

News of buying interest matches up with preliminary sales figures reported in January by the Washington state Department of Licensing. New boat sales were up 40% in units sold and 16% in dollar value of sales during the month compared to the same period in 2011.

Reports from CenturyLink Field came in that buyers of mid-range boats (30 to 40-feet) were stronger this year compared to recent years, but that the market for buyers of entry level boats was softer as well.

For the first time since 2009, the Seattle Boat Show experienced an attendance decrease. The combined attendance for the two venues, not double-counting any attendees traveling to both locations, was 53,275 – a drop of 11.4 percent from last year's crowd of just over 60,000.

Organizers point to the elimination of a free parking promotion with online tickets as the leading cause for the attendance drop. The Seattle Boat Show has offered the free parking incentive for 12 years. Nearly half of the attendance decline occurred on a single day – the first Saturday, January 27, when the Show experienced a 26 percent decrease in daily attendance. NMTA reduced the free parking promotion because it had become too costly to pay for parking provided to the 17,000 e-ticket buyers each year.

"After hearing so many good reports from exhibitors about sales being made," said NMTA's Vice President of Communications and Marketing John Thorburn, "It was surprising to see our attendance take a dip as it did. When sharing those numbers with exhibitors, many feel like the portion of the crowd we lost in attendance this year was the 'tire-kickers' and those attending the Boat Show for pure entertainment with no intention of buying boats or product.

"We were thrilled to hear so many good things from exhibitors selling products and services at the show, but we never want to see attendance numbers drop. Not only should the Seattle Boat Show be a venue for boaters to purchase the latest boats, products and services offered by our members, but also serve as a gateway to introduce new people to boating each year. The NMTA staff, Board and Boat Show Committee will be very busy in the coming months planning for the 2013 event to do just that."