

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, June 27th, 2019

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

III. **Approval of Agenda**

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. **Approval of May 30th, 2019 Board minutes.**

- V. **Public Participation on Non-Agenda Items** (not to exceed five minutes per person, or twenty minutes total time).

VI. **Consent Agenda - None**

VII. **Unfinished Business**

- 1. Amalga Harbor Float Extension – Next Steps
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO MOVE FORWARD WITH THE CONSTRUCTION OF THE DOCK EXTENSION FOR THE PURPOSE OF ALLEVIATING THE CROWDING AND CONTINUE WITH ONLY THE SINGLE CLEANING STATION THERE CURRENTLY.

VIII. **New Business**

- 1. Gitkov Dock Partial Lease Assignment to Delta Western
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

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MOTION: TO APPROVE THE PARTIAL ASSIGNMENT OF GITKOV DOCK LEASES (ATS 1170 & ATS 1525) TO DELTA WESTERN, LLC.

2. Proposed Improvement to ATS 1170 by Delta Western

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE CONSTRUCTION PLANS CONTEMPLATED AT ATS 1170 BY DELTA WESTERN LLC.

IX. Items for Information/Discussion

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, May 22nd, 2019
2. Member Reports
3. Assembly Lands Committee Liaison Report
4. Auke Bay Steering Committee Liaison Report

XI. Port Engineer's Report

XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, July 17th, 2019 at 5:00pm
- b. Board Meeting – Thursday, July 25th, 2019 at 5:00pm

XVI. Adjournment

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I. Call to Order

Mr. Etheridge called the Regular Board Meeting to order at 5:00 p.m. in the CBJ Assembly Chambers.

II. Roll Call

The following members were present: Weston Eiler, Bob Janes, Mark Ridgway (via phone until 7:30pm), James Becker, Bob Wostmann, Budd Simpson and Don Etheridge.

Absent: David McCasland and Christopher Dimond.

Also present were the following: Carl Uchytel – Port Director, Dave Borg – Harbormaster, Gary Gillette – Port Engineer, and Mary Becker – Assembly Liaison.

III. Approval of Agenda

MOTION By MR. SIMPSON: TO APPROVE THE AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

III. Approval of April 25th, 2019 Board minutes and May 15th, 2019 Finance Sub-Committee minutes.

MOTION By MR. WOSTMANN: TO APPROVE THE MAY 15TH, 2019 FINANCE SUB-COMMITTEE MINUTES AND ASK UNANIMOUS CONSENT.

MOTION By MR. EILER: TO APPROVE THE APRIL 25TH, 2019 BOARD MINUTES AND ASK UNANIMOUS CONSENT.

Both motions passed with no objection.

V. Public Participation on Non-Agenda Items – None

VI. Consent Agenda

- A. Public Requests for Consent Agenda Changes- None
- B. Board Members Requests for Consent Agenda Changes- None
- C. Items for Action

1. Small Cruise Ship Master Planning Contract Award

Mr. Eiler asked if increasing the size of vessel would substantially change PND's scope of work? He is concerned with defining small cruise ships at 275 feet is too small.

Mr. Uchytel said we decided on 275 feet because that was the maximum size of a small cruise ship that was unable to moor downtown last year and was sent to Gitkov's dock. Anything larger than that could fit on the face of the floats.

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Mr. Eiler stated he thinks 275 feet is on the conservative end, and that up to 300 feet might be a better range of size to consider.

RECOMMENDATION: TO AWARD \$131,103 TO PND ENGINEERS TO CONDUCT SMALL CRUISE SHIP MASTER PLANNING.

2. Removal of Remaining RV Spots at Savikko Park/Montesorri School

RECOMMENDATION: TO REMOVE REMAINING RV SPOTS FROM SAVIKKO PARK/MONTESORRI SCHOOL.

3. Transfer of CIP Funds from Project Close Outs

RECOMMENDATION: TO APPROVE ADMINISTRATIVE TRANSFER AS RECOMMENDED BY THE PORT DIRECTOR MEMO DATED MAY 21TH, 2019.

MOTION By MR. SIMPSON: TO APPROVE THE CONSENT AGENDA AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection.

VII. Unfinished Business - Public Hearing

1. Amalga Harbor Launch Ramp Safety & Efficiency Improvements

Mr. Uchytel introduced Brandon Ivanowicz and Bre Lambert from PND Engineers. Mr. Uchytel said three years ago we had a public meeting to address concerns about congestion and safety at Amalga Harbor. We had Harold Moeser, a Docks and Harbors Engineer do a study. The study was completed and the Board had approved the direction we were going. We intentionally waited a few years for the completion of the Statter Harbor Launch Ramp Facility to see if it markedly changed the use of Amalga Harbor. Our observations were that there were still enough issues at Amalga Harbor that it was important to move forward with some kind of infrastructure improvement. In October 2018 we held a public meeting at the Mendenhall Library. The Board favored a solution to add a 75' float extension with up to three fish cleaning stations. In December, members of the Huffman Cove Amalga Harbor Association were informed of the plan to go forward. We were in the process of accepting a grant from the Alaska Department of Fish and Game. In January, the Assembly Public Works and Facilities Committee directed Docks and Harbors to pursue more public process. At that point we hired PND to do additional research into the situation at Amalga Harbor. We held a public meeting at the Mendenhall Library on April 2nd and Mr. Ivanowicz presented then. Mr. Ivanowicz and Ms. Lambert have both been collecting comments since then and tonight Mr. Ivanowicz is going to summarize their findings and await direction from the Board.

Mr. Ivanowicz said tonight he would like to show the Board the presentation he showed to the public back in April, the comments PND has received from the public, and some ways that we could address comments received. It will be up to the Board to take action, determine if any of the responses to the public comments hold merit, and decide how the Board would like to move forward.

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Mr. Ivanowicz presented the Powerpoint attached to the end of these minutes.

Board Questions

Mr. Wostmann asked if anyone has looked at whether the unpermitted float should stay or should be removed?

Mr. Uchytel said as we move forward it would not be unreasonable to ask the owner to remove it if it is contributing to an unreasonable amount of fish waste.

Mr. Eiler said the presentation is the most thorough review of options that he has seen for any Docks and Harbors project during his tenure on the Board. Mr. Eiler asked where are the limits of CBJ tidelands in Amalga Harbor.

Mr. Ivanowicz pointed out the survey lines on the map and said the PATON (Private Aid to Navigation) would probably require a land use permit from ADNR.

Mr. Ridgway said it doesn't sound like the mass of fish waste produced at Amalga Harbor would qualify for a grinder permit. He asked if there was any discussion with ADF&G regarding modified permits or something that might allow an outfall without a two inch macerator requirement?

Ms. Lambert said she did not speak with ADF&G but she talked with ADEC, it's one of their permits. They currently do not have an avenue to permit an outfall like that for a smaller amount of fish waste. They are looking into it, but right now there is not an avenue for that.

Mr. Ridgway asked if that will be impactful in the choice of a preferred alternative?

Ms. Lambert said it's definitely something to consider. If the Board wants to do some sort of marine outfall, it might be something you'd want to look at doing on a City-wide basis and having more of a centralized outfall. There are ongoing inspection requirements that are associated with that permit so it's going to be a pretty significant piece of infrastructure to install, maintain, and keep it operating correctly.

Mr. Ridgway asked Mr. Becker if DIPAC is still using their fish grinder in their outfall?

Mr. Becker said no he does not believe they are. They do have a guy who is on site and he takes the dead fish that float up on the beach and throws them back into deep water.

Ms. Lambert said she spoke with DIPAC a week ago and they said they are able to sell a large portion of their fish waste from egg recovery to a processor but they do still have an outfall that they operate. He said that ½ inch grinding size presented numerous problems and they actually have to run their waste through two grinders in order to get the waste small enough. It does sound like they still use it, just not as much as they used to.

Mr. Becker said he is just talking about Amalga Harbor. He is the president of DIPAC and they have had a lot of discussions about what they can do to assist this thing. They are sensitive to the situation and they want it to work for everybody involved so they are willing to do what they can. He was referring to a conversation he had with Eric

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Prestegard, the man that is out there monitoring when the fish are coming back. Fish that die and float up on the beach are thrown back into deep water.

Mr. Eiler asked about fish cleaning stations at other Docks & Harbors facilities.

Mr. Uchytel said we have two fish cleaning stations at Douglas Harbor, one at Harris Harbor, one at Aurora Harbor, and two at Statter Harbor- one on the mainwalk and one on the breakwater.

Mr. Eiler asked if other harbors experience issues with accumulation.

Mr. Uchytel said Douglas Harbor is similar, it's also a dredged basin.

Mr. Eiler asked about future needs to dredge Amalga Harbor.

Mr. Ivanowicz said he would assume. Amalga was dredged to -8'. It does rebound and fill in, he doesn't know the exact depth now but it seems like it might be less than 8'. Most harbors that are dredged do require maintenance dredging.

Mr. Eiler emphasized the narrow footprint Docks & Harbors has to improve access. The project's scope does not have the options of expanding to the north or south.

Mr. Uchytel said this was not a federal project so we can't get Army Corps of Engineers funding to do maintenance dredging.

Mr. Janes asked what users of the Statter Harbor Launch Ramp do with their fish?

Mr. Borg said generally they stop out at the breakwater or along the mainwalk and clean fish there.

Mr. Etheridge asked if we have gotten a legal opinion on the bear ordinance out there?

Mr. Uchytel said he has spoken to the City Attorney but would rather not answer for him without him being present.

Public Comment

Kay Sullivan- Juneau, AK

Ms. Sullivan said her neighborhood has been tracking bear sightings this year from Amalga Harbor Road through the end of their access system to the homes in Amalga and Huffman Harbors. Since May there have been 15 sightings and she just heard of another one last night. She thinks there are 6-8 individual bears frequenting the area so far. Four of these bears have been on her property already. She and her neighbors know there are bears here and have lived with them for decades. They are respectful of the bears, they keep things clean, and they don't feed them. CBJ does feed them, creating the environment for food conditioned bears. CBJ's ordinance prohibits the creation or maintenance of a bear attractive nuisance. They are there and it is a nuisance. The Fish and Game website has guidelines titled "Co-existing with Bears, Managing Bear Attractants." It states that it is against the law to feed bears. It goes on to say that feeding bears is dangerous for both people and bears and that food conditioned bears can be

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aggressive. We've already experienced that. "Leaving out bear attractants such as garbage, bird seed, or fish waste can draw bears into neighborhoods or camp sites. A person who allows bears to feed on improperly stored food or garbage is putting other people at risk." This is already the situation. Now we have people that are not only dumping fish waste at the harbor, but they are dumping deer carcasses during the hunting season. BMPs say to grind the waste to less than 2 inches, but that seems too expensive, so just dump it in the harbor? According to the presentation, removing the fish cleaning station does not meet the needs of the boating public who *want* to clean their fish on site. This is not addressing a need, this is addressing a want. She and her husband moored their boat in Tee Harbor for 10 or 12 years, Betsy Haffner did not allow fish cleaning on her floats and everyone managed fine. Again, the request is to remove the fish cleaning station and not allow dumping in the harbor. Get back to what the ramp was meant for—launch and retrieve. Traffic will move much more quickly and relieve congestion. Assign one side yield to launch and the other side yield to retrieve so people know what the expectation is. Trying to shoe-horn in a dock extension that doesn't fit causes more problems than it solves. Reducing the clearance area converges motorized and non-motorized traffic to possibly unsafe levels. Remove the fish cleaning station and spend the next year observing to see if the congestion is relieved. If it is determined that a dock extension is necessary, do it right. You need to make that basin bigger. You need to remove the rock and go out straight so that it's safer for everyone involved.

Mr. Janes asked if Ms. Sullivan has seen people cleaning fish on the beach when there are too many people at the cleaning station? His concern is if we pull out the cleaning station, people will start cleaning fish at the beach so they don't have to take their fish home and clean it at home.

Ms. Sullivan said she has not seen that and when you remove the fish cleaning station you need to say this is not allowed. You're not supposed to litter, right? There are fines for littering and most people don't do it but there are always a few that do. If people know what the expectation is, then most will follow it. It's a big problem out there and it's just not being addressed. It's really disconcerting, it's putting our property and our lives at risk and that's not fair.

Lynn Schooler- Juneau, AK

Mr. Schooler said his comment is mostly for Mr. Becker. You've heard about the bear issue there. One thing Mr. Schooler hasn't heard in all these discussions is how that's been compounded by DIPAC's activities. DIPAC is great about responding to calls about carcasses on the beach and he appreciates that they come all the way out to Huffman and clean those up. Historically, when we had wild pink and chum runs out there, the bears did their fishing all up and down the creek as far back as the falls along two miles of Peterson Creek. Since the DIPAC operation moved in there, the wild runs have disappeared and we have the weir there, so there are no fish going up the creek for the bears except when some do-gooder thinks they're going to set the fish free and opens up the weir and some escape up there. What you've got is bears that were historically feeding along two miles of creek basically have to come down to the harbor to feed. It's not just that people are cleaning 5,000 halibut a year and throwing the carcasses in the

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water there, it's that the bears don't have their natural range anymore. It's a DIPAC problem in a way.

Mr. Becker said ADF&G is responsible for closing off the fish going up stream, that's not DIPAC.

Steve Bradford- Juneau, AK

Mr. Bradford said he is a launch ramp user, both Amalga Harbor and Auke Bay and he typically cleans his fish before he removes his boat from the water. Who wants to bring a carcass home when you don't need to? He supports the preferred alternative at Amalga. He thinks moving the fish cleaning station further away from the launch ramp will really clean up the issue with the bears. Right now if somebody is using the cleaning station on the end of the ramp and another boat comes in ahead of him, he's going to clean it right on his boat or he's going to clean it on the dock. Right now that's happening. You see blood and guts on the dock all the time. The closer you get to the launch ramp, at low tides those carcasses are sometimes exposed to the air, the tide goes out and leaves them. We see that occasionally at Auke Bay as well where people will clean their fish right at the ramp instead of using the cleaning stations but by and large most people are using the cleaning stations at Auke Bay and it's not too big of a problem. He really thinks if we move the cleaning stations farther out at Amalga, it'll clean it up and remove a lot of the bear attractant. He fully supports the project.

Mr. Janes asked Mr. Bradford if he has seen fish being cleaned on the launch ramp?

Mr. Bradford said sure, and if you take that cleaning station away at Amalga Harbor people are going to clean their fish right on the boat and dump the carcasses off the side of the boat. If there's a sign there, people are going to look around and see if there are any police, and then they're going to dump it. They're not going to haul that stuff home.

Ryan Beason- Vice President of Territorial Sportsmen's Inc (TSI), Juneau, AK

Mr. Beason thanked the Docks & Harbors Board, staff, and PND for doing all this work. TSI met on this issue. It was brought to our attention by a board member and we felt a lot of our users might use this so we as a board met, discussed all the options, reviewed the information we had at the time, and attended the April 2nd meeting. After that meeting we submitted our comments. In short our comment was obviously there is an issue there with congestion and fish carcasses. Something has to be done. What is the main issue? The main use of the facility is to launch and retrieve boats. First maybe remove the fish cleaning station for a summer and see what happens. If it's still congested and there is still an issue, then look at expanding the dock. TSI is not against the dock expansion but the one concern we do have is that rock. There is room there per PND's presentation but it's not an ideal situation. It could be a phased approach, leave the rock there and see how it goes, if it's still an issue look into removing the rock.

Mr. Janes asked if we remove the fish cleaning station, would Mr. Beason recommend putting up signage saying "don't clean fish here, take them home"?

Mr. Beason said yes, he would recommend that for one summer as a trial. They are open to options but that's something Docks & Harbors could try.

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Mr. Eiler asked PND if any other harbors in coastal Alaska employ the “take home option”?

Mr. Ivanowicz said he is not aware of anyone else doing the carcass bag idea. It’s something they talked about with the design team and with Docks & Harbors about but he is not aware of anyone else in Southeast Alaska that operates that way.

Chris Donek- Juneau, AK

Ms. Donek said she has been a sport fisherman and a user of Amalga Harbor for 38 years. She doesn’t want to see the fish cleaning table gone. She has slipped and fallen on that dock where people have cleaned fish before. It’s not good, it’s not safe, and people are going to get hurt. As far as the bears go, she’s had four in her yard and she lives in the valley. Bears are around. She thinks it’s worse because DIPAC has their fish there and restrictions along the creek, that’s all valid. She thinks saying “don’t clean your fish” is not valid. It’s not a good idea. Going to Fish and Game and asking to let people clean their cohos and kings out on their boats again is a very good idea. That way they can clean their fish over the side of the boat and it’s done and gone and there is no problem. She doesn’t think we should do water quality testing because a lot of people will find out there is also sewage in that water and she thinks they might find other mandates on sewer outflows as well as just fish cleaning. It might open a can of worms that most of us would rather not. Ms. Donek has a fish cleaning station at home. She takes her fish home and cleans them. Most people aren’t that prepared. An off-site fish cleaning station might be a good option to consider, but for right now the only cost effective options are to extend it or leave it the way it is.

Steve Byers- Douglas, AK

Mr. Byers said he enjoys sport fishing and he needs somewhere to clean his fish. The closest cleaning station from Amalga is at Auke Bay. If we do not have a cleaning station, there are going to be other concerns in the community and we’re just going to push the problem to other places. He can’t clean fish at his home, it’s very difficult. Can Auke Bay provide a cleaning station where we can stop in have a processing dock where we can clean fish and grind fish? We spent a lot of money out there to re-do that whole area. If we do that, it might relieve some of the problems at Amalga. The reason why people recycle in this town is we get a click every time and if you get 20 clicks you get to go to the dump free. If Amalga had a click system, when I stop and clean my fish on my way back from Amalga if I got a click, maybe we can use that 20 card to go to the dump free and that could be an incentive.

Mr. Janes asked if Mr. Byers sees this fish cleaning station at Auke Bay as being a drive up station that’s close to the highway or does he see it on the dock at Auke Bay?

Mr. Byers said if you have to park your truck and carry the fish over that’s not a big issue, and there could be wheelbarrows. The click card is a good incentive.

Ron Somerville- Juneau, AK

Mr. Somerville said he is a user of Amalga sometimes. He is usually at Fishermen’s Bend so he has the privilege of enjoying all the work that has been done at Statter Harbor. He is on the Board of Directors for TSI but he is speaking for himself. He does support

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improvements at Amalga Harbor. He's been in Juneau since 1979, he is life-long Alaskan, he grew up in Craig. He doesn't totally agree with the preferred alternative. He is really concerned about the fish cleaning station. If you look at the TSI's resolution and what a lot of people have said, the major problem at Amalga is severe congestion. You have people cleaning, holding up being able to get to the float to get out. What you really want at Amalga is people getting in quickly and out of the harbor, and getting out of the harbor quickly and that's not happening. If you want to extend the float and that's doable, then go ahead and do that. We are concerned about whether you're going to have adequate space in there. One other comment he wants to submit is that TSI submitted a resolution during a public comment period, attended a briefing, and the Port Director and Board Member Janes indicated they were offended by the resolution submitted by TSI. He served on commissions and boards as a public servant for 24 years with Fish and Game and he would never, ever be offended when somebody commented during a public comment period, even if he totally disagreed with what they had to say. He finds it inconceivable that a public employee and a member of a citizen board would be offended by a public comment provided during a public comment period even if there is some disagreement on the facts. He is really disappointed. He has served as co-chair of the Derby four different times and has had an excellent working relationship with the Docks and Harbors Board and members of the Assembly. The Derby would not go off very well if they didn't have that support. He hopes there is not an attempt to try to intimidate an organization that consists of 1,600 members.

Sara Hagen- Juneau, AK

Ms. Hagen said she is a 36 year resident of the Amalga Harbor area and a lot of people who are here from Amalga Harbor tonight have lived out there for decades. They are deeply invested in that area and know it well. She does not support the current preferred alternative for reasons that so many people have already said. Amalga Harbor is totally unique. It is a very small constrained harbor. It is shallow, it has very poor flushing, it has had to be dredged in the past and will have to be dredged in the future. She does support improvements at Amalga but she supports something that's going to endure in the long run. She supports the removal of that point and the extension of the dock. She'd like to see the upland alternative and the grinding quantified. Of course they are more expensive, but how much? There's this feeling with this shoe-horning in of this project to put it just within the defined lines and just within the budget of what the City can afford that the other alternatives really haven't been considered. The City has spent a great deal of money on the other harbors. If Amalga Harbor is so critical to the community, maybe it's time to do more homework and put more resources into Amalga Harbor but not this quick fix. The theme she's hearing is we don't have time to do it right but we'll have time to do it over. Why not do it right from the get go? Look at that uplands option. What does it really cost? The location identified by PND is abysmal. You wouldn't put it in that bottleneck, you'd put it at the edge of the parking lot. Is there room to expand the parking lot? Why not a covered station? Why not underground storage with a chute? Why not consider other places? Look at the use there. DIPAC is there six months out of the year now. In July the seiners will come in. There is so much commercial fishing right off the roadside it's unbelievable. There is never going to be any less pressure. While this might seem like a good solution in the short run, she really doesn't think it's the answer in the

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long run. It is a special ecosystem and it is unique because it is a residential area. It deserves special consideration. If it's too expensive, maybe it'll be another five years before we can do anything but maybe we can do it right.

Mr. Etheridge said the City does not fund these projects. It's the harbor users and the ramp users that will be paying for it and that's why we have a shortage of funds.

Mr. Janes asked what Ms. Hagen is asking the Board to do?

Ms. Hagen said because it's so shallow and so poorly flushed she does not support the fish cleaning station there. Put the signage up, test it, and explore these other upland options. When you talk about expense you are preaching to the choir with people that live out the road. Most of them have paid \$30,000 for their septic systems. Most of them have sunk wells for water and that's \$20,000-\$30,000 but that's life out the road. They have no City sewer, water or fire. It should come as no surprise that improvements out there are going to cost more and involve a level of creativity. Just because the example doesn't exist of disposing of larger sized waste doesn't mean we shouldn't work on some of those solutions and find something that's more creative. She is asking for a more thoughtful long term approach. She knows the money is there for the current preferred alternative and how tempting that is, but she doesn't support it as a solution.

Mr. Becker asked if there is anything Ms. Hagen would like DIPAC to do in regards to this issue?

Ms. Hagen said she called DIPAC about the weir last year and said the bears are so hungry. She got the same response she has gotten from other people in the past, that DIPAC is permitted to let 4,000 fish up Peterson Creek. She thinks ADF&G gives DIPAC carte blanche on whatever they do. She would like DIPAC to be more cognizant of the Peterson Creek drainage and letting the fish in there for the bears. They are so hungry, especially last year they didn't have any blueberries. How about just episodically pulling a few teeth on the weir and let some of the fish through. They are a part of that system.

Paul Swanson- Juneau, AK

Mr. Swanson said he is for the preferred alternative. He agrees 100% with what Steve Bradford said.

Kris Ritter- Juneau, AK

Ms. Ritter said there are two things she wants to point out that seem very obvious sitting through the meeting tonight. First of all, you talk about a current disposal system which doesn't exist. It's not disposed of. It's sitting in the harbor and washing up on the shores. The second is, when you do a study you don't come back with one price. The study really should've given us some basis to see and understand what are differences and the cost implications? We can conjecture but we really don't know. She would like to see some time spent coming back with more data so we have something to really base a decision on. She does not support the preferred alternative because the Board has not really explored the other alternatives.

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Dennis Watson- Juneau, AK

Mr. Watson has lived here since 1992 and fished in every Derby since he's been here. The first one he went to was pretty crazy and wild. The last one he went to was ho hum. There are nowhere near as many people out there fishing as there used to be. He recognizes why TSI doesn't have the money that they used to have. What he would like to see TSI do is become part of the solution rather than part of the problem. They just don't want something and that's not part of what an organization does in this community. If you want more study, there were a couple of good suggestions that came up from the Engineers, but Docks & Harbors shouldn't be responsible for footing the bill and doing all the research work. He thinks if TSI wants to maintain their credibility they better get into the 21st century. He does support alternative 2. There are a lot of variables that are affecting the fishing in this community and where people go to fish. The comment about shorting it up, all it does is takes that same number of people that are either disrespectful or don't have the necessary talent to get their skiffs off the dock and don't realize how much congestion they're causing running back and forth with kids, dogs, coolers, etc. That's all part of education. He's seen people throw their fish up on the dock, clean them, and walk off. That's an irresponsible citizen and it's everywhere, he's seen the same thing at Auke Bay and Harris Harbor as well but that's the exception, not the norm. He thinks more signs means less reading. If Amalga is getting that much bigger and busier then it's time for Docks & Harbors to start charging to park out there. There has been some good study put into this. To say that we haven't done enough, he doesn't think there is enough because of the diversity of ideas. He thinks it's time to either do what or get off the boat. He hopes the Board does not disappoint an awful lot of people that do use that harbor, clean their fish respectfully, and use the facility as it should be.

Rob Murphy- Juneau, AK

Mr. Murphy said there seems to be an idea that moving that float further out is going to alleviate some of the problems with the fish carcasses. Even at the end of that float you're still roughly 200 feet from the end of that dredge basin and it's 700 feet before you get out to a depth of 30 feet. The problem isn't with where the fish drop, it's that they have a tendency to float up and end up in the uplands, especially halibut and rockfish carcasses. Those are the fish he sees coming up in front of his house and he sees the bears coming down to eat. Alaska isn't in the Coastal Zone Management program anymore, but Alaska did participate, as well as CBJ's Harbormaster at the time, in drafting the best management practices and they're there for a reason. Just because it's not a requirement doesn't mean they should be ignored. Amalga Harbor could be a poster child for a harbor that requires best management practices. It's got a high fish volume coming in and it has poor flushing capabilities. There seem to be a lot of unknowns too. No one has bothered to quantify how much fish is actually coming in and how much fish is actually being cleaned there. We know a lot of people take their fish home and we know that some people will gut the fish and take the heads home for bait. ADF&G could certainly help in determining what the potential amount of fish crossing that dock are. As he understands it from a brief conversation with Dan Teske, they estimate a little over 5,000 halibut alone. If even a fraction of that are laying at the bottom of the dock, it's going to create issues. He would urge Docks & Harbors to look a little closer at that, maybe a questionnaire for ramp users- how many of you clean your fish at the float and would you clean your fish

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES (CONTINUED)
For Thursday, May 30th, 2019

at the float if there were additional facilities? At least that gives you some way of quantifying what the impacts are.

Board Discussion/Action

Mr. Simpson said he appreciates and is impressed by the public comment we got this evening and he appreciates the people that took the time to sit down and write the Board a letter or an email. What we've seen is input on all sides of the issue and some new sides that nobody thought of before. That makes him personally not ready to decide this. There is too much information, it is an important issue, and he would like to think about it some more and hear what the other Board members have to say before deciding anything.

Mr. Wostmann said he is not ready to make a decision. He thinks a lot of issues have been raised. One of the things that came out to him is there is not enough information to make this decision on and we need to consider what more information we might want and commission some additional studies. The one thing that's unresolved in his mind at this point is if we decide to defer action, do we do completely nothing and leave the status quo or do we experiment with one season of no fish cleaning and see how that goes? Either way we need to have some form of survey to get feedback from the public how it's working.

Mr. Becker said he is not ready to vote on this either and the one thing they all agree on is we have some time. He is going to go out to DIPAC and find out what they can do about the weir and get a complete picture about their carcasses and what they do. As far as the fish cleaning situation, the behavior of people compounds the whole issue. We have to be respectful of everybody. He is respectful of the friends of Amalga and their concerns. They have a beautiful little spot out there and they've seen it impacted because of DIPAC's involvement in the area. He wants to see what they can do about it.

Mr. Janes said when we started talking about this a couple years ago we didn't have any idea of the complexity of the issue. It is a complex issue and it is a small space and he's not supportive of the Board moving forward with this tonight. He thinks one of the things we could explore is an upland cleaning station with a macerator and the fish then gets taken somewhere. He thinks we ought to look at something like that at Statter Harbor. Statter Harbor's going to be a lot easier for us to manage, it's going to be a lot easier for us to take care of, we can promote people coming in from Amalga to make a quick stop. It's location would be very important so everyone knows they can get in there under a covered area, do their work, and move on out. We have possible room there at Statter Harbor in our new development to do that. We can make it a really first class operation and at the same time we're going to capture people that come up the dock from Statter Harbor that would use it as well. He is not ready to make a yes or no decision on a cleaning station at Amalga and he is not sure what he thinks about leaving it there this year. He has his questions about that and he doesn't know if the residents are going to be able to give us some enlightenment on that with a letter but that's a question that remains in his mind as well- the existing station.

Mr. Ridgway said he is also not ready to vote on the fish cleaning station but he does want to further the discussion to give staff some better direction of what our expectations

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES (CONTINUED)
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are. Basically what he's heard is we have gone out and done a very thorough study, though perhaps more narrowly focused than it could have been, and come up with some very well thought and engineered solutions. A lot of folks have described the issues at Amalga, he very much appreciates the broader discussion of the habitat issues with regards to the bears going up Peterson Creek. He's not comfortable saying no to the fish cleaning station. We have some time and the issues described are not at a critical juncture where something very serious is going to happen. It sounds as if we need to continue to look at this issue, but we as a Board probably could give staff some direction of what our expectations are. Do we want them to go back to PND and expand the problem statement to perhaps incorporate a broader spectrum of stuff, do we want them to look for interim measures where we could do a little bit of this and a little bit of that. Maybe you can clean your fish during king season but not during silver season. Direct them to think outside of the box on interim solutions that might lessen the problem without denying the users of Amalga ramp the ability to clean their fish there, and also not impact the people who took their time to be at the meeting tonight. We need to come up with some direction for staff.

Mr. Eiler said he appreciates the residents and stakeholders who participated in this evening's meetings.

He recalled that this project has been studied and reviewed extensively during his four-year tenure on the board. He noted the uniqueness of Amalga Harbor, and that those attributes need to go into any project in this compact area. He commented that this project has been through an extraordinary degree of public process and stakeholder involvement, especially given its comparatively small scope and budget.

He emphasized that there is a very real need to modernize and improve the infrastructure at Amalga Harbor. The increasing use of this area by boaters, commercial and sport fisheries is stretching the harbor's current configuration. He has said that he has often wondered if a more comprehensive project that would expand the harbor and its uplands facilities would be in CBJ's interests, but quickly noted the limited available footprint of public tidelands and the scant funding available to make improvements at this time. He said the issues raised by most of the public testimony highlight several interconnected issues that extend beyond the authority and expertise of the Docks & Harbors Board. Issues regarding bear management, hatchery weirs, a state park, residential uplands, etc. – quickly outspread our Board's mission. He suggested these larger issues would be best addressed by the Assembly, and through a broader community discussion. Given these factors are beyond the board's control, he cautioned not to withhold action waiting for a perfect plan.

He thinks the preferred alternative does a laudable job addressing the issues that are within Docks & Harbors' purview. He stated that refinements need to be made, and options such as rock removal and dredging should be investigated. He looks forward to continued engagement with the public and stakeholders to move forward enhancements that will improve public use at Amalga.

Mr. Etheridge said his recommendation is that the Board take this information we have gathered tonight, they all take a stab at what additional information we think we want, and bring it back to the next Ops Committee Meeting and pass that information on to

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staff. If we have other ideas of things we want to see, give it to staff to look at at the next Ops Committee Meeting and move forward with it from there.

MOTION: None

Mr. Ridgway left the meeting at 7:30pm.

VIII. New Business – None

IX. Items for Information/Discussion – None

X. Committee and Member Reports

1. Operations/Planning Committee Meeting- Wednesday, April 17th, 2019

Mr. Eiler said the Ops/Planning Committee had a productive meeting. Most of the major items were covered in this evening's Consent Agenda. The Committee also discussed issues pertaining to Amalga Harbor.

2. Member Reports- None

3. Assembly Lands Committee Liaison Report

Mr. Eiler said the Assembly Lands Committee met on the 20th. They discussed subdivision issues, Lena Point, and residential land purchases. There were no major issues concerning or affecting Docks & Harbors.

4. Auke Bay Steering Committee Liaison Report

Mr. Janes said there was a meeting last night. It was attended by 12 members of the public. It went well. They were talking about design. The last final meeting is June 26th, he will be attending that so he will be able to give a full report on the wrap up for the last five meetings.

5. Finance Sub-Committee Meeting – Wednesday, May 15th, 2019

Mr. Wostmann said we had a Finance Committee Meeting two weeks back. It was specifically focused and intended to be an orientation meeting for the members to have an opportunity to get together with staff. We met with Mr. Uchytel and Ms. Larson and took a look at some of the reports, spreadsheets and processes that sit behind the numbers that are brought to the Board when budget time comes around. He thought it was very productive. They had a good meeting and went through all the background, looked at the general ledger report, and talked about how credit card use is tracked and audited. These are the kind of things that the Board as a whole typically does not have the time to deal with, and will allow the Finance Committee to be able to say with more assurance that we've looked at what's behind there and we understand it.

XI. Port Engineer's Report

Mr. Gillette said his written report is in the packet. He will highlight a couple of things that might be of interest. For Statter Phase IIIA we are anticipating the final bid

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documents from PND on June 10th. The project will be advertised June 12th. It'll last about a month and we will hopefully have some good bids on that project. Archipelago Property Procurement- the subdivision has been completed and recorded. The final closing documents are awaiting the Assessor to pro-rate the taxes between the new owner and the previous owner so we're hoping that's imminent. It's in the Law Department's purview right now. The Downtown Improvements Project, which is the Archipelago project, as of now we still look like we're on time to have those materials for the retaining wall, the steel, here June 15th. The project is out to bid now, you'll find a link on our website and the information on the Engineering website. There is a pre-bid meeting on June 4th and we hope we'll get some contractor interest in that. At this point June 25th remains the opening date and we'll be bringing it to the Board hopefully with a bid and a good recommendation and then on to the Assembly July 1st. The Statter Breakwater Safety Improvements- as you've seen we have recommended to move that money out. That's still a project that has some interest but we'll be looking for future funding on that. The Visitor Information Kiosk- we've done the final inspection and developed a punch list for the contractor. We'll get those items completed and hopefully close that out. He's going down there tomorrow to help Travel Juneau install some racks. They're anxiously waiting to get in there and staff that building. That should be happening by next week. The Security Check Stations- we were waiting for some Passenger Fee money, that money has been identified and approved with the budget, however we had an opportunity to go out for a security grant for about \$300k. It's a 75%-25% match. So it's well worth it for us to try and leverage that. The application has been submitted and they're planning to make an award by the first part of August. We'll reactivate the bid at that point and hope that we can use less of our own money for that project.

Mr. Becker said he was at a meeting the other night where people were discussing problems relating to tourism in Juneau and one of the issues was between the Archipelago project where they're filling in everything and South Franklin, there's a fence. The fence was way out into the sidewalk and people couldn't get by. He asked if the fence has been moved?

Mr. Gillette said that's not our project but he walked by there today and he thought it was fine. He has never seen it pushed out to the road edge.

Mr. Janes said he looked at it yesterday and it is out in the sidewalk about two feet.

Mr. Gillette said that sidewalk is wider than any other sidewalk in town and he thinks what they've left is consistent with the width of the other sidewalks.

Mr. Janes asked why it even needs to be on the sidewalk?

Mr. Gillette said they needed to excavate right up to the concrete so they had to put their fence at the back side of the existing concrete. There are three feet there that the City bought, so that sidewalk in that section is three feet wider than anywhere else.

XII. Harbormaster's Report

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For Thursday, May 30th, 2019

Mr. Borg said he'd like to give a quick update on the Lumberman. We did the RFI a couple of months ago and we got two responses. We got one from T&T Salvage out of Humble, Texas and one from Global Diving. Both of them provided us with the information we were looking for and asked for a little bit more information such as an environmental impact study and some other things that they really couldn't base prices on until we had that information. He had an extremely successful conversation with two members of the EPA yesterday. There was some discussion about scuttling the vessel. The EPA is responsible for approving that permit. They directed him to a couple of different areas in their CFRs and one in particular is 229.3 which is transportation and disposal of vessels and it basically writes it all out what we would need to do to get permission to do that. It's actually not as difficult as he thought it might have been. However, the USCG would also supervise that disposal step by step with a salvage plan, and they have some requirements that definitely make it a little more difficult than what the EPA standards are. It is doable, but they want you to look at other alternatives first- uplands disposal, recycling, and that sort of thing. We do have an organization here in town that could do some of the studies if we need to. There'll be more to follow on that. We should be getting the damaged pile on the north end of Aurora Harbor pulled sometime after June 3rd when Trucano gets his barge back in town. The gangway at the seaplane dock jammed up during one of our big low tides recently, it's caused some damage and we need to get it back on track on the float.

Mr. Wostmann asked if the seaplane dock is still commonly in use?

Mr. Borg said we had one plane on it last year. Right now it's off-limits just because of the damage.

Mr. Wostmann said we may want to consider better use of that space.

Mr. Borg said yes, he absolutely agrees.

Mr. Uchtyl said we asked the FAA and ADOT about the removal of the seaplane float. Nobody gave any pushback and said it's within our authority to manage it how we want. For awhile we thought we were required in the transfer from the State to maintain it as an airport, but that's not the case. There is one float that is decent and usable. The pilings appear to still be good. We could probably do an in-house demo of four of the floats before the Corps comes in to do maintenance dredging, so they can do a good job dredging. We can keep the one float for seaplanes and do an in-house rebuild for some kind of a net float or other use.

Mr. Borg said it was brought up at one of our other meetings by Mr. Watson to add some more parking to the Statter Harbor parking lot by moving our employee parking over towards the commercial lot and we did that this year, so we freed up an additional nine parking spots. He will also look at adding one or two more ADA spots, there seems to be more demand in the last few years and we'll be able to do that.

XIII. Port Director's Report

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES (CONTINUED)
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Mr. Uchytel said the next time the Ops Committee meets will be June 19th, which is pretty late in the season. He will sit down with staff and see what we think are good ideas for moving forward at Amalga Harbor just so we don't miss a whole season. He asked the Board Members to send him ideas as they think of them and not wait until June 19th to have a proclamation by the Board to do something. He thanked everyone who came to the Infrastructure Week events and shared with the Board the brochure we put together for that. He had the opportunity to go down to Ketchikan with the Mayor, the City Manager, and the two Finance Directors for a Southeast Alaska cruise ship summit. They met with the City of Ketchikan, their Port Director, Mayor, and City Manager, as well as Lobbyist John Walsh from Skagway. It was good, the idea is to try and build synergy with the ports in Southeast. We know the cruise ships do that, they have CLIA Alaska where they garner their support under one umbrella, so that's kind of the idea. His take away from going down to Ketchikan is that we are in pretty good shape. It's good to maintain those connections and build those relationships with the other port communities. We also have somewhat of a relationship within the Alaska Association of Harbormasters and Port Administrators. Mr. Uchytel asked if Mr. Eiler, Mr. Janes, and Mr. Wostmann will be re-applying for the Board next year or would they rather not say? We're looking for applications by June 24th and we need to make sure to get the word out to get the right people.

Mr. Janes said as much as he enjoys this wonderful Board, he will be moving on.

Mr. Wostmann has re-applied, and Mr. Eiler anticipates re-applying.

Mr. Eiler said that if state funding for Aurora Harbor doesn't appear likely for a matter of years, he is intrigued with the idea of demolishing some of the current derelict infrastructure. He would be curious to discuss that concept at a future meeting.

Mr. Uchytel said that's the next big thing to do. At the end of the day, Amalga Harbor is a relatively minor project. We have ideas for other major projects, but for Docks & Harbors staff, figuring out how to get the rest of Aurora Harbor done is job one.

Mr. Eiler said he agrees with the members of the public who asked for cost estimates for all the project alternatives. Staff might at least get some back-of-the-envelope numbers for the other alternatives. He is specifically wondering what it would take to remove some of the rocks constraining the opening to the harbor.

Mr. Uchytel said that when Harold Moeser did the feasibility study he put a number of \$300k on the demo of the rock. The thing about studying this to death is it's just going to cost more money. The commitment with ADF&G was they're going to give us \$280k and no more, and we're upwards of \$60k now. Of course we want to have the best information available to make the decisions. If you remember in the document we're agreeing to transfer \$140k from Taku Harbor, which was ADF&G funded, into the Amalga Harbor and some of the Assembly and members of the public are going to ask why we are doing this. It hasn't been decided yet but we have no other money, because we didn't accept the grant, to move forward with more studies.

XIV. Assembly Liaison Report

CBJ DOCKS AND HARBORS BOARD
REGULAR BOARD MEETING MINUTES (CONTINUED)
For Thursday, May 30th, 2019

Ms. Becker presented the agenda for next Monday night's meeting of the Assembly. She said she and Mr. Uchytel are going to the Ovation of the Seas ship on Sunday to greet them and welcome them to Juneau. Ms. Becker said she attended a very interesting neighborhood meeting. Out of about 25 items that were mentioned, it really boiled down to wanting to limit the ships and limit the people. Meanwhile, Docks & Harbors is trying to add small cruise ships docks for more ships and more people.

XV. Board Administrative Matters

- a. Ops/Planning Committee Meeting – Wednesday, June 19th, 2019 at 5:00pm
- b. Board Meeting – Thursday, June 27th, 2019 at 5:00pm

XVI. Adjournment- The meeting was adjourned at 8:02pm.

Amalga Harbor Questionnaire

How many years have you been using Amalga Harbor?

How many times each year do you use Amalga Harbor?

Do you support the new infrastructure proposed (extension of a 75 foot float)?

Some members of the public have requested the removal of the fish cleaning station, do you support that action?

From your experience, how often do you see filleted carcasses of salmon and halibut awash in Amalga Harbor?

If requested, would you voluntarily take your fish home to clean?

Would an ordinance prohibiting the cleaning fish at Amalga Harbor deter users from cleaning fish on the boarding float at Amalga Harbor?

Would you take your filleted fish home with Docks & Harbors provided "carcass bag"?

What other improvements are needed at Amalga Harbor?

Background: In 2004, the existing launch ramp, boarding float, and kayak ramp was constructed by CBJ Docks & Harbors with funding from ADFG. The parking lot supports approximately 100 truck & trailers and a pit restroom with a single overhead light. At the prompting of users, Docks & Harbors conducted an in-house study to alleviate congestion and improve efficiency at the float. The December 2015 study proposed extension of the existing boarding float. Docks & Harbors elected to evaluate two years of use at Amalga after construction at the new Statter Launch Ramp before proposing any changes. Anecdotally, it is believed that infrastructure improvement are necessary to increase the boater's experience at Amalga. Some local residents have observed that discarded fish carcasses have created a situation where bears have become habituated and are requesting no improvements and the removal of the fish cleaning station altogether. Territorial Sportsmen Inc also support the no build and removal of all fish cleaning stations.

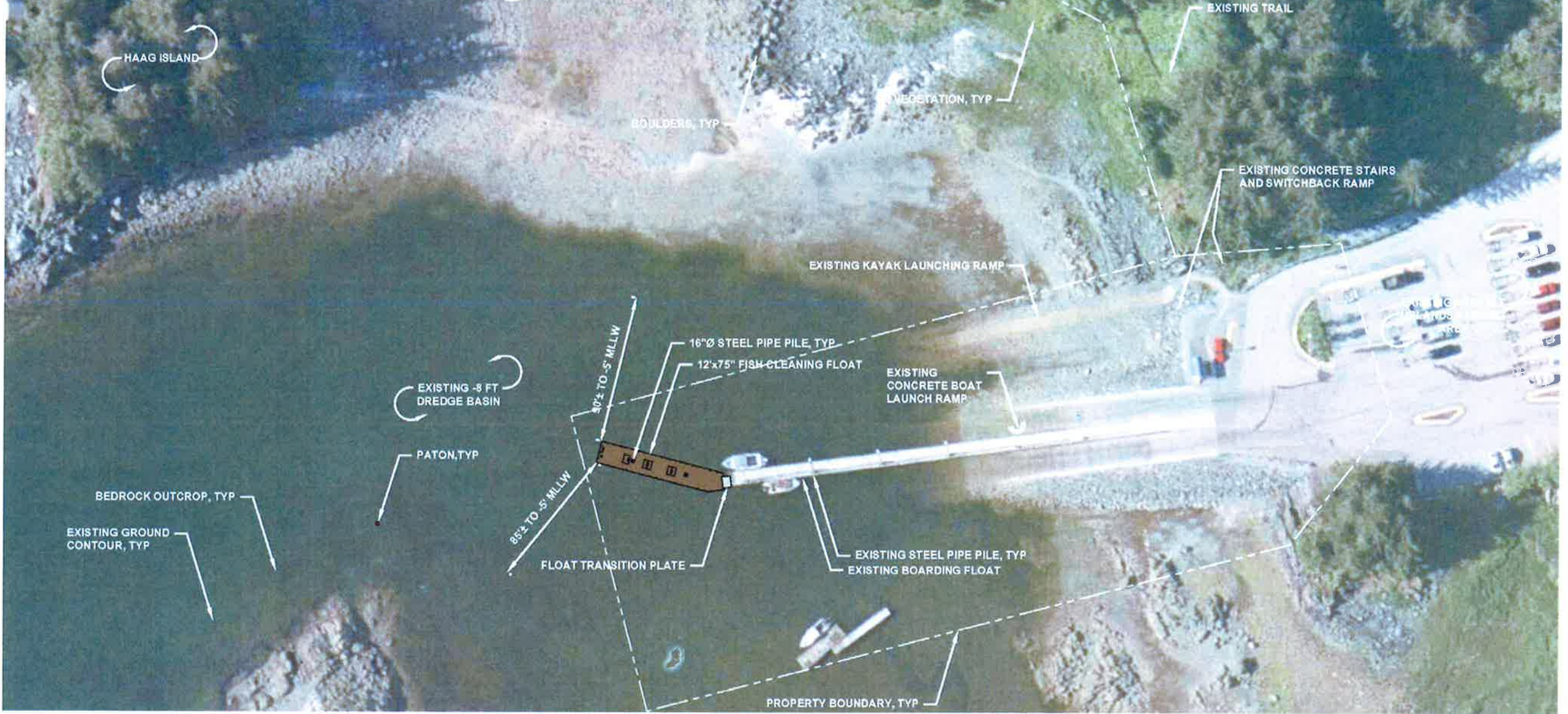


Docks & Harbors believes extending the float (adopting Alternative 4c of the December 2016 study) appears to be the best option. This would enhance the existing facility by constructing a 12'x75' float at the end of the existing float by moving the cleaning activity to the end of the new float with up to two fish cleaning tables. By more than doubling the available length of boarding float available at low tide, this will significantly improve the cleaning station availability and access to the ramp without significant impact to the environment.



In-Harbor Disposal – Currently Preferred Alternative

12'x75' Fish Cleaning Float



HAAG ISLAND

EXISTING TRAIL

BOULDERS, TYP

VEGETATION, TYP

EXISTING CONCRETE STAIRS AND SWITCHBACK RAMP

EXISTING KAYAK LAUNCHING RAMP

EXISTING -8 FT DREDGE BASIN

EXISTING CONCRETE BOAT LAUNCH RAMP

12'x75' FISH-CLEANING FLOAT

16"Ø STEEL PIPE PILE, TYP

PATON, TYP

FLOAT TRANSITION PLATE

EXISTING STEEL PIPE PILE, TYP
EXISTING BOARDING FLOAT

BEDROCK OUTCROP, TYP

EXISTING GROUND CONTOUR, TYP

30± TO -5' MLLW

80± TO -5' MLLW

PROPERTY BOUNDARY, TYP



Port of Juneau

155 S. Seward Street • Juneau, AK 99801
(907) 586-0292 Phone • (907) 586-0295 Fax

From: Carl Uchytel, Port Director
To: Docks & Harbors Board
Thru: Docks & Harbors Operations-Planning Committee
Date: June 14th, 2019
Re: REQUEST FOR PARTIAL ASSIGNMENT OF ATS 1525 & ATS 1170

1. John Gitkov & Jane Hawkins have two tideland leases with Docks & Harbors and own/operate Gitkov Dock:

- ATS 1170 1.69 acres Expires 9/23/2047
- ATS 1525 (Tract A & Track B) 1.15 acres Expires 1/30/2030

2. In their letter dated June 14, 2019, they are requesting partial assignment (1.30 acres) of the above mentioned leases to Delta Western, LLC. The letter also provides notice that Delta Western intend to continue same use of the property but is intending to make improvements to the property by adding diesel and gas fuel storage tanks and fuel lines.

3. The ATS 1170 is a new lease (from 2012) with Docks & Harbors. ATS 1525 was a lease transferred to CBJ from the State in 2001. Both leases are attached and have similar language requiring the owner/lessor to approve assignment as well as approving improvements. CBJ Law has reviewed the request and has indicated that partial assignments of leases are legal and appropriate.

3. I recommend the Board approve the Gitkov request to partially assign the ATS 1170 and ATS 1525 to Delta Western. I also recommend the Board approve the future improvements proposed by Delta Western, LLC as shown as an attachment to the Gitkov letter.

#

Encl (1): Gitkov letter dated June 14th, 2019 w/attachments

- (2) ATS 1170 lease
- (3) ATS 1525 lease

June 14, 2019

CBJ Docks & Harbors
Attn: Carl Uchtyl, Port Director
76 Egan Drive
Juneau, Alaska 99801

By Hand

Re: Partial Assignment of Leases ATS 1170 and ATS 1525

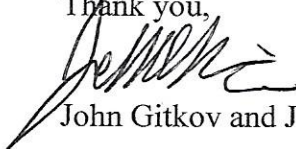
Dear Carl,

Thank you for meeting with us on Monday! As we talked about in our meeting, Delta Western, LLC ("Delta Western") intends to buy the "Gitkov dock" and our barge, and to expand our existing marine fueling capability. Delta Western will need to assume a portion of our tidelands leases in order to do this.

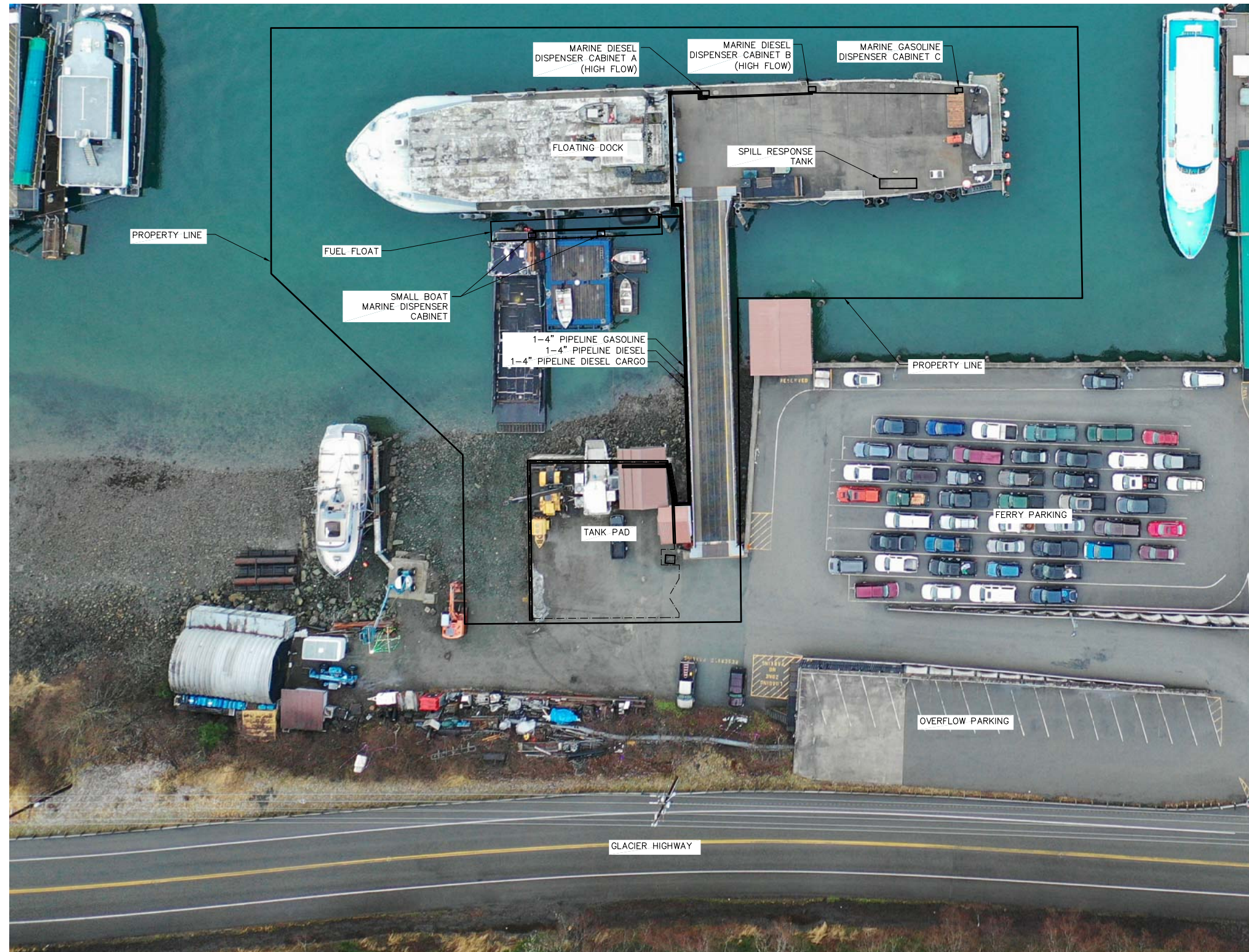
We are requesting that you approve the partial assignment of Tidelands Leases ATS 1170 and ATS 1525 to Delta Western as shown in the red-lined area on the map attached as Exhibit A. We propose that the leased area inside the red line be assigned to Delta Western. We also understand from Delta Western that they intend to continue our same use of the leased property. However, Delta Western intends to improve the property covered by the leases by (1) adding fuel tanks for storage; and (2) building three pipelines from the fuel tanks to three new marine fuel dispensers located on the barge. These proposed improvements are shown on the drawings attached as Exhibit B. If you approve the requested partial assignments of the Leases, we also request that you approve the improvements proposed by Delta Western.

We really appreciate your support. Please do not hesitate to call me at (907) 723-4210 with any questions. We will plan to attend the committee meeting of the CBJ board on June 19, 2019.

Thank you,


John Gitkov and Jane Hawkins





NOTES:

(N1) DRAWING IS PRELIMINARY AND SUBJECT TO CHANGE.

REV	DATE	REVISION DESCRIPTION	DWN	CHK
A	6/12/19	ISSUED FOR REVIEW	RD	TS

GREAT NORTHERN ENGINEERING
 137 E. ARCTIC, SUITE 101
 PALMER, AK 99645
 (907) 745-6988

AUKE BAY FUEL TERMINAL
 OVERALL SITE PLAN
 DELTA WESTERN
 JUNEAU, AK

GNE #:	JOB #	309047
ACAD NO:		
DATE:		6/12/19
SCALE:		
DRAWN:	RD	
CHECKED:	TS	
DESIGNED:		
APPROVED:		
309047	REV A	

SK-01
 DWG NO.

1 OVERALL SITE PLAN
 SCALE: 1" = 50' (HALF SIZE 11"x17")

GLACIER HIGHWAY

GUARD RAIL
POWER LINE

TOE OF BANK

PARKING

ACCESS LANE

Lc=106.46'
NB7°05'05"E
A=106.48'
C=3°46'15"
Rc=1617.89'

RIGHT OF WAY
C=7°44'52"
A=218.78'

A=58.84'
C=2°05'01"

PROPOSED
20,000 GAL
DIESEL TANK

PROPOSED 12,000
GAL GASOLINE TANK

RAMP

PARKING
ATS 1170

ATS 1525
TRACT B

AREA IN TR B ATS 1525
21,963.32 SQ. FT.

AREA IN ATS 1170
34,576.96 SQ. FT.

BARGE

500°00'45"E
253.54'

ATS 1525

500°00'45"E
250.10'

110.60' S87°49'32"W

19.42'
N16°40'23"E

100.39' N01°18'47"E

92.39' N02°16'08"W

244.55' N00°00'45"W

135.95' N63°14'45"W

92.94' S00°00'59"W

258.41' N00°00'59"E

117.95' N00°00'45"W

299.99' N89°59'15"E

150.39' S89°59'15"W

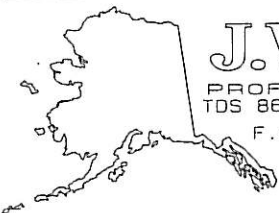
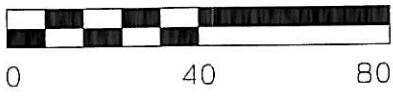
50.00'
N89°59'15"E

349.72' N89°59'15"E

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT; THAT ALL WALKS, ROADS, EASEMENTS AND IMPROVEMENTS THEREON ARE AS SHOWN AND THAT ALL OVERLAPS AND ENCROACHMENTS ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE.



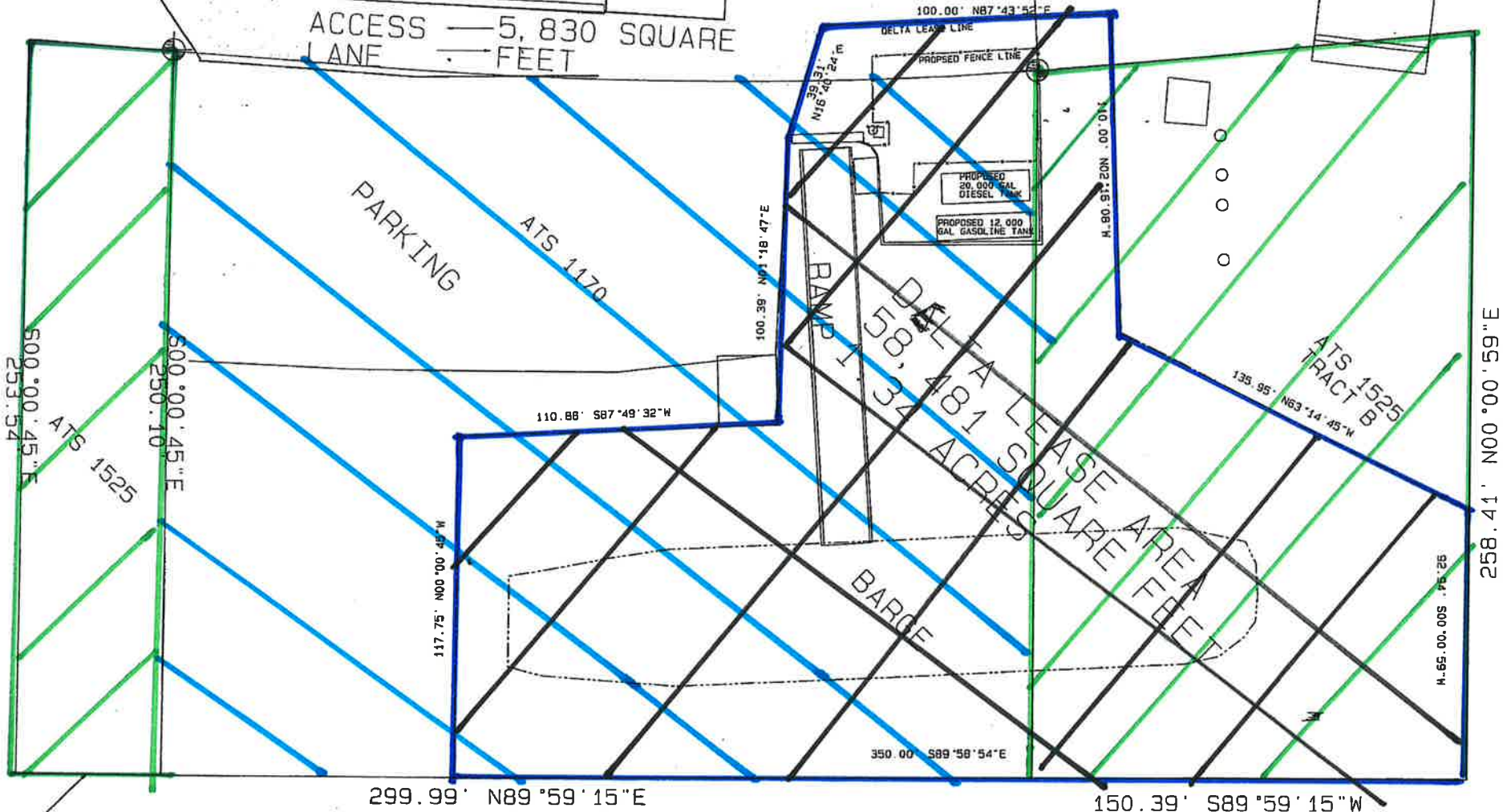
SCALE 1"=40'



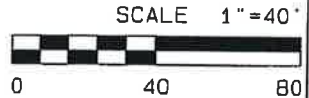
J.W. BEAN
PROFESSIONAL SURVEYOR
TDS 8684
F.B. _____ JOB No. 13303
SCALE AS-SHOWN
DATE 6-14-2019

LEASE LAND OF
PORTION OF
ATS 1525, TRACT B &
ATS 1170

GLACIER HIGHWAY



Green = Tract A & B ATS 1525
 Blue = ATS 1170
 Black = Proposed New Assign To Delta Western



I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT PLAT, THAT ALL MARKS, TOADS, CASHEMETS AND IMPROVEMENTS THEREON ARE AS SHOWN AND THAT ALL OVERLAPS AND ENCROACHMENTS ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE.

J.W. BEAN
 PROFESSIONAL SURVEYOR
 JOB No. 13303
 SCALE AS SHOWN
 DATE 4-14-2018

LEASE LAND OF
 PORTION OF
 ATS 1525, TRACT B &
 ATS 1170



STATE OF ALASKA

TONY KNOWLES, GOVERNOR

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINING, LAND AND WATER

400 Willoughby Avenue, SUITE 400
JUNEAU, ALASKA 99801

PHONE: (907) 465-3400

FAX: (907) 586-2954

February 14, 2001

John Gitkov
22745 Glacier Highway
Juneau, AK 99801

Re: Transfer of Tideland Leases No. ADL101598 and ADL 105281 to the City and Borough of Juneau

Dear Lessee:

This is to inform you that land management authority for the tidelands on which the above referenced lease is located has been conveyed to the City and Borough of Juneau. The management authority, effective 2/8/2001, includes all the State of Alaska's rights, title, and interest in, and to, the tidelands. A state tideland patent will be issued to CBJ, subject to the lease.


Accordingly, the above referenced lease has been transferred to the City and Borough of Juneau. The administration of the lease now resides with the City and Borough of Juneau and all correspondence and rental payments for this lease should be made to:

Attn: Joe Graham
Port of Juneau
City and Borough of Juneau
155 South Seward
Juneau, AK 99801
(907) 586-5255

For lease No. ADL 105281, please inform your insurance company to change the additional insured for your policy to CBJ.

If you have any questions about the lease transfer please call me at 465-3513.

Sincerely,


Doug Sanvik
Natural Resource Officer

cc: Joe Graham, City and Borough of Juneau

STATE OF ALASKA

DEPARTMENT OF NATURAL RESOURCES

DIVISION OF MINING, LAND AND WATER

TONY KNOWLES, GOVERNOR

*400 Willoughby Avenue, SUITE 400
JUNEAU, ALASKA 99801
PHONE: (907) 465-3400
FAX: (907) 586-2954*

November 3, 2000

John Gitkov
22745 Glacier Highway
Juneau, Alaska 99801

Re: ADL 101598 & ADL 105281


Dear Mr. Gitkov:

The purpose of this letter is to provide notice pursuant to AS 38.05.945 of our preliminary decision to grant a tideland conveyance to the City and Borough of Juneau. ~~This conveyance will transfer approximately 265 acres of tide and submerged land to the city and borough.~~ Your tideland leases, ADL 101598 & ADL 105281 will be part of this conveyance. This will not effect the terms of your existing lease. Juneau will become the land owner and the only changes will be that your annual use payments will be made to the City and Borough of Juneau and any future lease modifications will be administered by them.

A copy of the preliminary decision may be obtained from our office. The deadline for making comments on this preliminary decision will be December 3, 2000. Persons that do not submit written comment during the comment period will have no right to appeal the final finding.

If you have any questions please let me know.

Sincerely,



Bob Palmer
Lands Officer

STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND & WATER, SOUTHEAST REGION
400 Willoughby Ave., Suite 400
Juneau, Alaska 99801

ADL No. 105281

LEASE AGREEMENT

Effective this *1st* day of *February, 2000*, this lease agreement is entered into by the State of Alaska, hereafter referred to as "lessor," and *John Gitkov & Jane Hawkins*, hereafter referred to as "lessee," whether one or more, whose sole addresses for purposes of notification under this lease agreement are listed in section 28.

The lessor and the lessee agree that this lease, including all attachments and documents that are incorporated in this lease by reference, contains the entire agreement between the parties, and each of the covenants and conditions in this lease including any attachments will be binding upon the parties and upon their respective successors and assigns. The lessor and the lessee further agree that this lease is conditioned upon satisfactory performance by the lessor and the lessee of all covenants and conditions contained in this lease. The lessee is aware of the provisions of Title 38, Alaska Statutes, Title 11, Alaska Administrative Code, and other applicable laws, regulations, and ordinances, and fully understands the duties and obligations of the lessee under this lease, and the rights and remedies of the lessor.

This lease is subject to all applicable state, federal, and municipal statutes, regulations, and ordinances in effect on the effective date of this lease, and insofar as is constitutionally permissible, to all statutes, regulations, and ordinances placed in effect after the effective date of this lease. A reference to a statute, regulation, or ordinance in this lease includes any change in that statute, regulation, or ordinance, whether by amendment, repeal and replacement, or other means. This lease does not limit the power of the State of Alaska, its political subdivisions, or the United States of America to enact and enforce legislation or to adopt and enforce regulations or ordinances affecting, directly or indirectly, the activities of the lessee or its agents in connection with this lease or the value of the interest held under this lease. In case of conflicting provisions, statutes, regulations, and ordinances take precedence over this lease. This lease shall not be construed as a grant or recognition of authority for promulgation or adoption of municipal ordinances that are not otherwise authorized.

1. Grant. This *tideland* lease is issued under the authority of *AS 38.05.075(c)*, for a term of *30* year(s) beginning on the *1st* day of *February, 2000* and ending at 12 o'clock midnight on the *31st* day of *January, 2030*, unless sooner terminated, subject to: compensation as specified in section 2; the attached development plan approved by the state on *December 28, 1995*; and attached stipulations, if any, that are incorporated in and made a part of this lease, for the following, hereafter referred to as the "leasehold":

Tracts A & B of Alaska Tidelands Survey 1525, located within Section 21, Township 40 South, Range 65 East, Copper River Meridian and contains 1.15 acres more or less according to the survey plat filed in the Juneau Recording District on December 16, 1999 as plat #99-59.

Excepting and reserving any general reservations to the lessor that are required by law and that may be stated elsewhere in this lease, and the following, which the state reserves for itself and others:

Subject to all platted easements and reservations and further subject to the Special Stipulations noted on Attachment A and made a part of this lease agreement.

2. Compensation. (a) The lessee shall pay to the lessor compensation as follows, without the necessity of any billing by the lessor: *Equal annual payments on or before January 31st of every year during said term at the rate of*

 lessee

\$7,200.00 per year. The lessor may, upon 10 days' notice, review and copy any records of the lessee that are necessary to verify the lessee's compliance with this paragraph.

(b) In accordance with AS 38.05.105, the lease compensation is subject to adjustment by the lessor at the commencement of the sixth year of the term and every fifth year thereafter (the "adjustment date"). The compensation adjustment takes effect on the applicable adjustment date, regardless of whether the adjustment determination occurs before or after that date. All reasonable costs of the adjustment, including reappraisal if required by the lessor, will be borne by the lessee.

3. Denial of Warranty. The lessor makes no warranty, express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the leasehold, including, without limitation, the soil conditions, water drainage, access, natural or artificial hazards that may exist, or the profitability or fitness of the leasehold for any use. The lessee represents that the lessee has inspected the leasehold and determined that the leasehold is suitable for the use intended, or has voluntarily declined to do so, and accepts the leasehold "as is" and "where is."


4. Use of Leasehold. Prior to execution of this lease and to commencing use or development of the leasehold, the lessee shall submit a development plan for the leasehold to the lessor and obtain the lessor's approval of the plan. Any use or development of the leasehold must be consistent with the development plan approved by the lessor. Any proposed revisions to the development plan must be submitted to the lessor for approval before any change in use or development occurs. The lessee shall use and occupy the leasehold in compliance with the approved development plan and all applicable laws, regulations, ordinances, and orders that a public authority has put into effect or may put into effect, including those of a building or zoning authority and those relating to pollution and sanitation control. The lessee may not permit any unlawful occupation, business, or trade to be conducted on the leasehold. The lessee shall properly locate all activities and improvements on the leasehold, and may not commit waste of the parcel. The lessee shall maintain and repair the leasehold including improvements in a reasonably neat and clean condition, and shall take all necessary precautions to prevent or suppress grass, brush, or forest fires, and to prevent erosion, unreasonable deterioration, or destruction of the land or improvements. The lessee agrees not to place any aboveground or underground fuel or chemical tanks on the leasehold without the prior written approval of the lessor.

5. Encumbrance of Leasehold. The lessee may not encumber or cloud the lessor's title to the leasehold, or any portion of the leasehold, nor enter into any lease, easement, or other obligation of the lessor's title without the prior written approval of the lessor.

6. Assignment of Interest. The lessee may not assign or sublet any interest held under this lease, including a security interest, without the prior written approval of the lessor. The lessor may approve such assignment or subletting if the lessor finds it to be in the best interest of the state. No such assignment or subletting will be effective until approved by the lessor in writing, and the assignee agrees to be subject to and governed by the provisions of this lease, any subsequent amendments to this lease, any additional stipulations, or reappraisal as deemed appropriate by the lessor, and all applicable laws, regulations, and ordinances in the same manner as the original lessee. No assignment or subletting of the leasehold, or any portion thereof, by the lessee will annul the lessee's obligation to pay the compensation required for the full term of this lease. Except as provided in this lease, no subdivision of the leasehold interest may occur without the prior written approval of the lessor.

7. Conditional Lease. If all or part of the leasehold has been tentatively approved, or approved, but not yet patented, by the United States to the lessor, then this lease will be conditioned upon receipt by the lessor of such patent. If for any reason the lessor does not receive patent, any compensation paid to the lessor under this lease will not be refunded. Any prepaid compensation for land to which patent is denied the lessor will be refunded to the lessee of record in the amount of the pro-rata portion of the unexpired term. The lessor will have no further liability to the lessee for the termination of the lease.

8. Payment of Taxes and Assessments. The lessee shall pay prior to delinquency all taxes and assessments

 , lessee

accruing against the leasehold.

9. Section Line Rights-of-Way. If the leasehold borders on or includes one or more section lines, the lessor hereby expressly reserves unto itself and its successors and assigns a right-of-way or rights-of-way pursuant to AS 19.10.010.

10. Navigable and Public Waters. (a) Pursuant to AS 38.05.127 and 11 AAC 53.330, the lessor reserves a public access easement to and along all public or navigable water bodies that border on or are included in this leasehold. No public access easement may be obstructed or otherwise rendered incapable of reasonable use for the purposes for which it was reserved. No public access easement may be vacated, abandoned, or extinguished without the prior written approval of the lessor.

(b) The Public Trust Doctrine guarantees public access to, and the public right to use, navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. This lease is issued subject to the principles of the Public Trust Doctrine regarding navigable or public waters. The lessor reserves the right to grant other interests to the leasehold consistent with the Public Trust Doctrine.

11. Condemnation of Leasehold or Improvements. If the whole or any part of the leasehold is taken by any authorized body or person vested with the power of eminent domain, by negotiation, court action, or otherwise, the following provisions control:

(1) Taking of the entire leasehold. If all of the leasehold is taken by condemnation, this lease and all rights of the lessee will immediately terminate, and the compensation will be adjusted so that it is due only until the date the lessee is required to surrender possession of the leasehold. The lessor is entitled to all the condemnation proceeds, except that the lessee will be paid the portion of the proceeds attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned leasehold by the lessee in accordance with the approved development plan.

(2) Taking of substantial part of the leasehold. If the taking is of a substantial part of the leasehold, the following rules apply:

(A) If the taking by condemnation reduces the ground area of the leasehold by at least 30 percent or materially affects the use being made by the lessee of the leasehold, the lessee has the right to elect to terminate the lease by written notice to the lessor not later than 180 days after the date of taking.

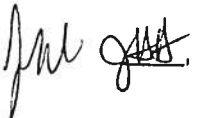
(B) If the lessee elects to terminate, the provisions in subsection (1) of this section govern the condemned portion of the leasehold and the covenants and conditions of the lease govern disposal of the remainder of any buildings or improvements made by the lessee in accordance with the approved development plan.

(C) If the lessee does not elect to terminate, the lease continues and the lessor is entitled to the full condemnation proceeds except the portion attributable to the fair market value, as determined in the condemnation proceedings, of any buildings or improvements taken that were placed on the condemned portion of the leasehold by the lessee in accordance with the approved development plan. Compensation at the existing rate will terminate on the date the lessee is required to surrender possession of the condemned portion of the leasehold. Except as it may be adjusted from time to time under the covenants and conditions of the lease and applicable statutes, compensation for the balance of the term will be adjusted by the lessor to reflect the taking.

(3) Taking of insubstantial part of the leasehold. If the taking by condemnation reduces the ground area of the leasehold by less than 30 percent and the lessor determines that the taking is of such an insubstantial portion that the lessee's use of the leasehold is not materially affected, the lessee may not elect to terminate the lease and the compensation provisions of subsection 2(C) of this section will govern.

 lessee

12. Valid Existing Rights. This lease is subject to all valid existing rights, including easements, rights-of-way, reservations, or other interests in land in existence on the date of execution of this lease.
13. Inspection. The lessor will have reasonable access to the leasehold for purposes of inspection.
14. Mineral Reservations. This lease is subject to the reservations required by AS 38.05.125 and the rights and obligations imposed by AS 38.05.130.
15. Concurrent Use. This lease is subject to reasonable concurrent uses as provided under Article VIII, Section 8 of the Constitution of the State of Alaska. The concurrent user who is found to be at fault for damage or injury arising from noncompliance with the terms governing the user's concurrent use is liable for damages and the user's interest is subject to forfeiture or termination by the lessor. In this context, the term "concurrent user" includes the lessee and any other person or entity who lawfully uses the land subject to this lease, but does not include the State of Alaska.
16. Surface Resources. Unless otherwise provided by this lease or other written authorization, the lessee may not sell or remove from the leasehold any timber, stone, gravel, peatmoss, topsoil, or any other material valuable for building or commercial purposes. Material required for the development of the leasehold may be used only in compliance with the approved development plan.
17. Appropriation or Disturbance of Waters. During the term of this lease, the lessee will have the right to apply for an appropriation of ground or surface water on the leasehold in accordance with AS 46.15 and 11 AAC 93.060.
18. Acquisition of Rights or Interests. Any right or interest acquired during the term of this lease and accruing to the benefit of the leasehold will remain appurtenant to the leasehold, and may not be severed or transferred from the leasehold without the prior written approval of the lessor. In the event of termination or forfeiture of this lease, any such right or interest will vest in the lessor.
19. Land Alterations Due to Natural or Artificial Causes. The interest described in this lease constitutes the entire leasehold. If, through natural or artificial causes, accretion or reliction of land occurs contiguous to the leasehold, the Lessee has no right to occupy or use the accreted land unless a separate lease is entered with the Lessor with respect to such lands. The rules of law usually applicable to accretion or reliction of land do not apply to this lease, nor to the interest described in this lease.
20. Waiver or Forbearance. The receipt of compensation by the lessor, with or without knowledge of any default on the part of the lessee, is not a waiver of any provision of this lease. No failure on the part of the lessor to enforce a covenant or condition of this lease, nor the waiver of any right under this lease by the lessor, unless in writing, will discharge or invalidate the application of such covenant or condition. No forbearance or written waiver affects the right of the lessor to enforce any covenant or condition in the event of any subsequent default. The receipt of compensation by the lessor after termination or any notice of termination will not reinstate, continue, or extend this lease, or destroy, or in any manner impair the validity of any notice of termination that may have been given prior to receipt of the compensation, unless specifically stated by the lessor in writing.
21. Default and Remedies. (a) Time is of the essence in this lease. If the lessee defaults on the performance of any of the covenants or conditions of this lease, and the default is not remedied within 60 days after written notice of such default has been received by the lessee and by the holder of a security interest in the leasehold approved by the lessor, or within any additional period the lessor allows for good cause, the lessee will be subject to legal or any other administrative action deemed appropriate by the lessor, including termination of this lease. The lessor may include in the notice of the default or give a separate written notice stating that if the default is not remedied, this lease shall terminate on a date certain, which shall be at least 60 days after receipt of the first notice. Upon the date specified in such notice, unless the default has been remedied, the lease shall expire automatically without further notice or action by the lessor and this lease and all rights of the lessee under the lease shall terminate. Upon termination of the lease


 , lessee

the lessor shall have an immediate right to possession of the leasehold and any possession by the lessee shall be unlawful. It is specifically agreed that no judicial action shall be necessary to terminate this lease or to allow the lessor to retake possession in the event of default by the lessee. No improvements may be removed from the leasehold while the lease is in default except with the lessor's prior written approval. If this lease is terminated for default, all compensation paid by the lessee is forfeited to the lessor. The lessor is not liable for any expenditures made or undertaken by the lessee under this lease. Any costs or fees, including attorney's fees, reasonably incurred by the lessor for the enforcement of this lease, shall be added to the obligations due and payable by the lessee.

(b) The rights, if any, of third-party security interest holders or lienholders are controlled solely by AS 38.05.103 and 11 AAC 58.590. If the lessee fails to remedy the default within the time allowed in subsection (a) of this section, the holder of an approved security interest who has received notice under subsection (a) of this section may remedy the default. The holder shall act within 60 days from the date of receipt of notice under subsection (a) of this section, or within any additional period the lessor allows for good cause.

(c) The lessor may, at the lessor's option, following the lessee's default and failure to remedy, or after termination of this lease due to such default and failure to remedy, accelerate the unpaid compensation for the remainder of the term of this lease. The lessee's obligation to pay such accelerated rent to the lessor survives termination of this lease.

(d) If this lease is terminated, or all or any portion of the leasehold is abandoned by the lessee, the lessor may immediately enter, or re-enter and take possession of the leasehold, and without liability for any damage, remove all persons and property from the leasehold and may, if necessary, use summary proceedings or an action at law. The words "enter" and "re-enter" as used are not restricted to their technical legal meaning. Any entry, re-entry, possession, repossession, or dispossession by the lessor, whether taken with or without judicial action, does not absolve, relieve, release, or discharge the lessee, either in whole or part, of any liability under the lease.

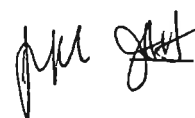
(e) The lessor, upon or at any time after giving written notice of any default, may enter or re-enter the leasehold to remedy any default by the lessee or exercise any right given under this lease, all without the intervention of any court being required. The curing of such default shall not be deemed for any purpose to be for the benefit of the lessee.

(f) At any time after termination of this lease, the lessor may re-let the leasehold, or any part thereof, in the name of the lessor for such term and on such conditions as the lessor may determine, and may collect and receive the compensation therefor. The lessor shall not be responsible or liable for failure to re-let the leasehold or for any failure to collect any compensation due upon such re-letting, nor shall the lessor be required to account for or pay to the lessee any excess compensation received as a result of such re-letting. The lessee shall be liable for any deficiency, and for all costs, expenses, and fees incurred by the lessor arising out of the default, including the lessor's efforts to re-let the leasehold.

(g) No right or remedy conferred upon or reserved to the lessor in this lease or by statute, or existing in law or equity, is intended to be exclusive of any other right or remedy, and each and every right shall be cumulative.

22. Disposition of Improvements and Chattels After Termination. AS 38.05.090 will govern disposition of any lessor-approved chattels or improvements left on the leasehold after termination. At the lessor's sole option, improvements not approved by the lessor shall be removed from the leasehold and the site restored to its original condition at the lessee's sole expense, or be forfeited to the lessor. The lessee shall be liable to the lessor for any costs, expenses, or damages arising out of the disposition of improvements not approved by the lessor, and may be required to pay rent on any improvements or chattels left on the parcel in accordance with 11 AAC 58.680.

23. Indemnity to Lessor. The lessee shall indemnify, defend, and hold the lessor harmless from and against all claims, demands, judgments, damages, liabilities, penalties, and costs, including attorney's fees, for loss or damage, including but not limited to property damage, personal injury, wrongful death, and wage, employment, or worker's compensation claims, arising out of or in connection with the use or occupancy of the leasehold by the lessee or by

 lessee

any other person holding under the lessee, or at the lessee's sufferance or invitation; and from any accident or fire on the leasehold; and from any nuisance made or suffered on the leasehold; and from any failure by the lessee to keep the leasehold in a safe and lawful condition consistent with applicable laws, regulations, ordinances, or orders; and from any assignment, sublease, or conveyance, attempted or successful, by the lessee of all or any portion of the leasehold or interest therein contrary to the covenants and conditions of this lease. The lessee holds all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever on the parcel at the sole risk of the lessee, and shall defend, indemnify and hold the lessor harmless from any claim of loss or damage by any cause whatsoever, including claims by third parties.

24. Insurance. If required by the lessor, the lessee shall obtain insurance in an amount determined by the lessor to be sufficient. The lessor shall be named as an additional insured party of any such insurance. The types and amount of insurance shall be specified in the attached stipulations made a part of this lease agreement and may be adjusted periodically. The lessee shall maintain that insurance as long as required by the lessor. Any insurance acquired by the lessee for the purpose of providing insurance coverage under this lease must be issued by an insurer authorized to do business in the State of Alaska under the provisions of AS 21.09.010 and AS 21.27.010 for the type of policy being written.

25. Bonding. If required by the lessor, the lessee shall furnish a bond, cash deposit, certificate of deposit, or other form of security acceptable to the lessor in an amount determined by the lessor to be sufficient to ensure faithful performance of the covenants and conditions of this lease, and to cover the cost of site cleanup and restoration and any associated costs after termination of the lease. The amount and conditions of the bond shall be specified in the attached stipulations made a part of this lease agreement. The lessee shall maintain the bond as long as the lessor deems necessary, and in the amount required by the lessor, which amount may be adjusted periodically.

26. Environmental Compliance. (a) The lessee shall, at the lessee's own expense, comply with all existing and hereafter enacted environmental responsibility laws ("Environmental Laws"). The lessee shall, at the lessee's own expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Authority") under the Environmental Laws.

(b) Should the Authority require that a remedial action plan be prepared and that a remedial action be undertaken because of the presence of, or any disposal, release, spill, or discharge, or threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, then the lessee shall, at the lessee's own expense, prepare and submit the required plans and financial assurances and carry out the approved plans. The lessee's obligations under this section shall arise if there is any event or occurrence at the leasehold during the term of this lease, or arising out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease, that requires compliance with the Environmental Laws.

(c) At no expense to the lessor, the lessee shall promptly provide all information requested by the lessor for preparation of affidavits or other documents required by the lessor to determine the applicability of the Environmental Laws to the leasehold, and shall sign the affidavits promptly when requested to do so by the lessor.

(d) The lessee shall indemnify, defend, and hold harmless the lessor from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of or in any way connected with the presence of or any disposal, release, spill, or discharge or any threatened disposal, release, spill, or discharge of or contamination by hazardous materials at the leasehold that occurs during the term of the lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease; and from all fines, penalties, suits, judgements, procedures, claims, demands, liabilities, settlements, and actions of any kind arising out of the lessee's failure to provide all information, make all submissions, and take all steps required by the Authority under the Environmental Laws or any other law concerning any spill, discharge, or contamination that occurs during the term of this lease or arises out of or in connection with the lessee's use or occupancy of the land described in section 1 of this lease.

(e) The lessee agrees that it will not discharge or dispose of or suffer the discharge or disposal of any petroleum products, gasoline, hazardous chemicals, or hazardous materials into the atmosphere, ground, wastewater disposal system, sewer system, or any body of water.

(f) In any court action or administrative proceeding, in addition to all other applicable presumptions, it shall be rebuttably presumed that any environmental contamination of the leasehold (i) has been released on the leasehold; (ii) has resulted from acts or omissions of the lessee or its agents; and (iii) has occurred during the term of this lease. The lessee has the burden of rebutting the presumptions by clear and convincing evidence.

(g) This section of this lease does not in any way alter the State of Alaska's powers and rights or the lessee's duties and liabilities under Title 46 (or its successor) of the Alaska Statutes or other state, federal, or municipal statutes, regulations, or ordinances. For example, notwithstanding the provisions of this lease, the State of Alaska shall not be precluded from claiming under AS 46.03.822 that the lessee is strictly liable, jointly and severally, for damages and costs incurred by the state for clean up of contamination on the leasehold. The obligations and provisions of this section 26 shall survive the termination of this lease.

(h) As used in this lease, the term "hazardous materials" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any municipal governmental authority, the State of Alaska, or the United States government.

27. Surrender of Leasehold. Upon the expiration, termination, or cancellation of this lease, the lessee shall peacefully leave and deliver up all of the leasehold in good, sanitary, and marketable condition, order, and repair.

28. Notices. (a) Any notice or demand by the lessee will be made by hand delivery to the Director, Division of Mining, Land & Water, or by certified mail, postage prepaid, addressed as follows (or to a new address that the lessor designates in writing), with delivery occurring upon receipt by the lessor:

To the Lessor:

Division of Mining, Land & Water, Southeast Region
400 Willoughby Ave., Suite 400
Juneau, Alaska 99801

(b) Any notice or demand by the lessor will be made by delivery as provided in 11 AAC 02.040(c). If delivery is by mail, the notice or demand will be addressed as follows (or to a new address that the lessee or its successor in interest designates in writing):

To the Lessee:

John Gitkov & Jane Hawkins
22745 Glacier Highway
Juneau, Alaska 99801

The lessor will deliver a copy of any such notice or demand to each holder of a security interest in the leasehold whose assignment has been approved by the lessor under section 6 of this lease. Any security interest not approved as provided in section 6 is insufficient to require notice by the lessor under AS 38.05.103.

(c) Any notice or demand regarding the lease must be in writing and will be complete if delivered as set out above.

29. Penalty Charges. The lessee shall pay a fee for any late payment or returned check issued by the lessee as follows:

(1) Late Payment Penalty: The greater of either the fee specified in 11 AAC 05.010 or interest at the rate set by AS 45.45.010(a) will be assessed on a past-due account until payment is received by the lessor. Acceptance of a late payment or of a service charge for a late payment is subject to the lessor's rights under sections 20 and 21 of this lease.

(2) Returned Check Penalty: A returned check fee as provided in 11 AAC 05.010 will be assessed for any check on which the bank refuses payment. If the bank refuses payment, the default termination date remains the same. Late penalties under subsection (1) of this section shall continue to accumulate.

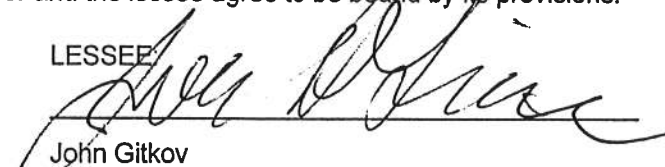
30. Modification. This lease may be modified or amended only by a document signed by both parties. Any purported amendment or modification has no legal effect until placed in writing and signed by both parties.

31. Choice of Law. This lease shall be construed under the laws of the State of Alaska. The lessee confers personal jurisdiction on the courts of the State of Alaska for any litigation under this lease.

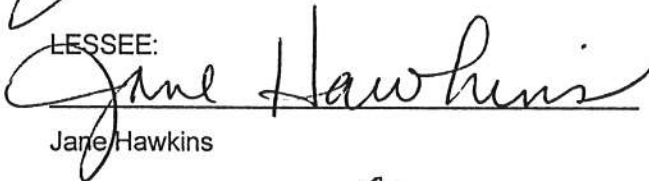
32. Severability of Clauses of Lease Agreement. If any clause or provision of this lease is, in a final judicial proceeding, determined illegal, invalid, or unenforceable under present or future laws, then the lessor and the lessee agree that the remainder of this lease will not be affected, and in lieu of each clause or provision of this lease that is illegal, invalid, or unenforceable, there will be added as a part of this lease a clause or provision as similar in terms to the illegal, invalid, or unenforceable clause or provision as may be possible, legal, valid, and enforceable.

By signing this lease, the lessor and the lessee agree to be bound by its provisions.


LESSEE:



John Gitkov

LESSEE:


Jane Hawkins

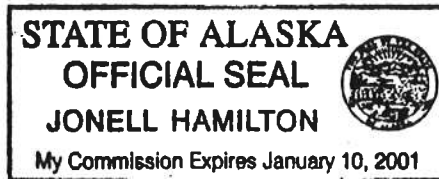
LESSOR:


Bob Loeffler Director, Division of Mining, Land & Water

 lessee

STATE OF ALASKA)
1st Judicial District) ss.
)

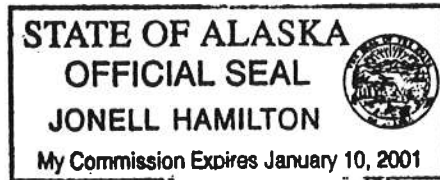
THIS IS TO CERTIFY THAT ON THIS 2nd day of Feb, 2000,
before me personally appeared John Gitkov, known to me to be the person named and who signed the
foregoing Lease and acknowledged voluntarily signing the same.



Jonell Hamilton
Notary Public in and for the State of Alaska
My commission expires: 01-10-01

STATE OF ALASKA)
1st Judicial District) ss.
)

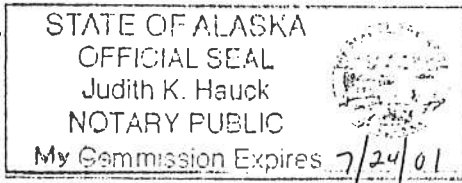
THIS IS TO CERTIFY THAT ON THIS 2nd day of Feb, 2000,
before me personally appeared Jane Hawkins, known to me to be the person named and who signed the
foregoing Lease and acknowledged voluntarily signing the same.



Jonell Hamilton
Notary Public in and for the State of Alaska
My commission expires: 01-10-01

STATE OF ALASKA)
1st Judicial District) ss.
)

THIS IS TO CERTIFY THAT ON THIS 9th day of February, 2000,
before me personally appeared Bob Loeffler, of the Division of Mining, Land & Water of the Department of
Natural Resources of the State of Alaska, who executed the foregoing Lease and acknowledged voluntarily signing the
same.



Judith K Hauck
Notary Public in and for the State of Alaska
My commission expires: 7/24/01

Approved as to form February 9, 1994.

/s/ Elizabeth J. Barry, Assistant Attorney General

John Gitkov, lessee

After recording in the Juneau Recording District, this document must be returned to the Department of Natural Resources, Division of Mining, Land & Water, Southeast Regional Office, 400 Willoughby Avenue, Suite 400, Juneau, Alaska 99801.

[Handwritten signature], lessee

ATTACHMENT 'A'

SPECIAL STIPULATIONS to ADL105281

1. **Lease Development.** The development of the Lease area shall be limited in form and scope to the area and improvements specified in the development and operations plan, included as Attachment 'B'. The lessee is responsible for accurately siting development and operations within this area. Use of the area for purposes other than those specified in this agreement is a violation of this lease. Any proposed revisions to the development and operations plan must be approved in writing by the Lessor before the change in use or development occurs. This lease must be utilized for the purpose described in the approved development plan. Failure to make substantial use of the land, consistent with the approved development plan, within five years, will, in the Director's discretion, constitute grounds for cancellation.
2. **Insurance.** Pursuant to lease condition #24, the Lessee shall:
 - a) Consult, as appropriate, with an insurance professional licensed to transact the business of insurance under Alaska Statute, Title 21, to determine what types and levels of insurance are adequate to protect the Lessee and Lessor (the State, its officers, agents and employees) relative to the liability exposures of the Lessee's commercial operations.
 - b) Secure or purchase at Lessee's own expense, and maintain in full force at all times during the term of the lease, adequate insurance policies and coverage levels recommended by an insurance professional, licensed to transact the business of insurance under Alaska Statute, Title 21, and acceptable to the Lessor. The Lessor will expect to see at a minimum, the following types of coverage:

Commercial General Liability Insurance: The policy shall be written on an "occurrence" form and shall not be written as a "claims-made" form unless specifically reviewed and agreed to by the Division of Risk Management, Alaska Department of Administration.

Workers' Compensation Insurance: The lessee shall provide and maintain, for all its employees, Workers' Compensation Insurance as required by AS 23.30.045. Where applicable, coverage must comply with any other statutory obligations, whether Federal (i.e. U.S.L.&H), or, Jones Act) or other state laws in which employees are engaged in work on the leased premises. The insurance policy must contain a waiver of subrogation clause in favor of the State of Alaska.

-
- c) **Ensure that the State of Alaska, Department of Natural Resources is included as an additional insured on all liability policies held by the Lessee that provide coverage for liabilities connected to the operations of the Lessee on or in conjunction with the leased premises, referred to as ADL 105281,**
- d) **Provide proof of insurance to the Lessor on a yearly basis. The certificate must provide for a 30-day prior notice to the State of Alaska in the event of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance, or lapse of the policy, are material breaches of the lease contract and shall be grounds, at the option of the Lessor, for termination of the lease agreement. Generally, the Lessor will rely upon the best professional judgement of the licensed insurance agent and, at renewal, the agent's annual re-assessment of the insured's liability exposure for determination of adequate levels of coverage. The Lessor hereby reserves the right to require additional coverage if, in its discretion, it determines that it may be warranted. Any changes in the approved lease development and operations plan, or the existence of significant claims against the liability coverage, would warrant examination of the insurance by the state to determine adequacy.**
- e) **In the event the Lessee becomes aware of a claim against any of its liability coverage, the Lessee shall notify, and provide documentation and full disclosure of the claim to the Lessor within 20 days.**
3. **Maintenance. The State assumes no responsibility for maintenance of improvements constructed on state land nor liability for injuries or damages attributable to that construction.**
4. **Solid Waste All solid waste and debris generated from the activities conducted under this Lease shall be removed to a facility approved by the ADEC prior to the expiration, completion, or termination of the Lease or activities. Temporary storage and accumulation of solid waste (prior to its removal) shall conform to the following:**
- Solid waste shall be stored in a manner that prevents a litter violation under AS 46.06.080;**
- Putrescible wastes (material that can decompose and cause obnoxious odors) shall be stored in a manner that prevents the attraction of or access to wildlife or disease vectors; and**

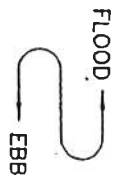
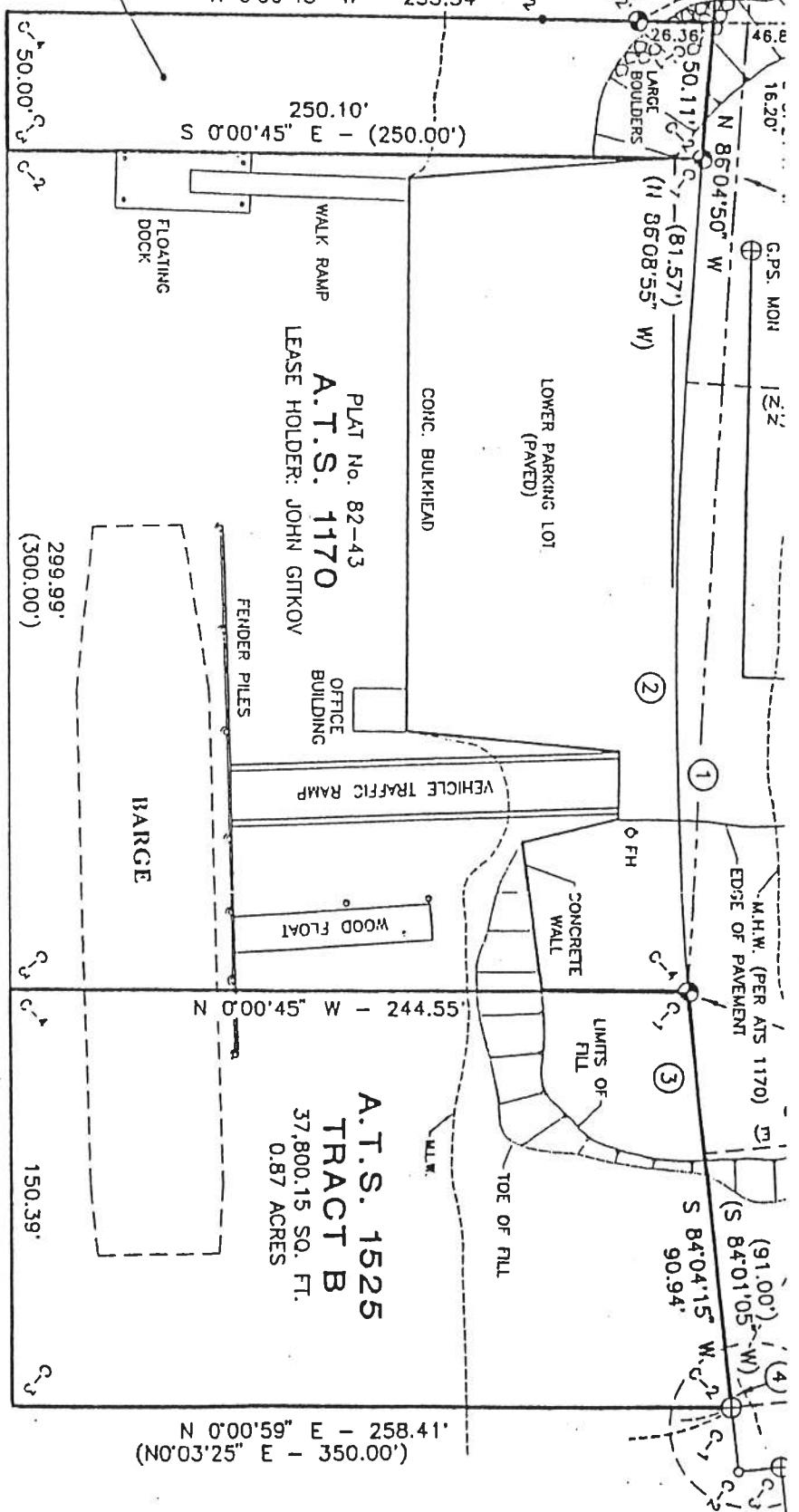
The premises shall be maintained free of solid waste that might create a health or safety hazard.

- 5. Wastewater Disposal. Disposal of wastewater from any operation associated with this Lease to state lands or waters is specifically prohibited, unless otherwise approved by the Alaska Department of Environmental Conservation.**
- 6. Fuel and hazardous substances. No fuel or hazardous substances are to be stored on the subject parcel. Prior written approval from the lessor is required for a change in this restriction. Such approval may include additional stipulations and a change in the amount required for the performance guarantee.**
- 7. Notification. The lessee shall immediately notify DNR and DEC by phone of any unauthorized discharge of oil to water, any discharge of hazardous substances (other than oil), and any discharge of oil greater than 55 gallons on land. All fires and explosions must also be reported.**

The DNR 24 hour spill report number is (907) 451-2678; the Fax number is (907) 451-2751. The DEC spill report number is (800) 478-9300. DNR and DEC shall be supplied with all follow-up incident reports.

- 8. Inspection. Authorized representatives of the State of Alaska shall have reasonable access to the subject parcel for purposes of inspection. The Lessee may be charged fees under 11 AAC 05.010(a)(7)(M) for routine inspections of the subject parcel, inspections concerning non-compliance, and a final close-out inspection.**
- 9. Compliance with Governmental Requirements. The lessee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and the requirements and stipulations included in this Lease. Lessee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.**
- 10. Destruction of Markers. All survey monuments, witness corners, reference monuments, mining claim posts, bearing trees, and unsurveyed lease corner posts shall be protected against damage, destruction, or obliteration. The lessee shall notify the Lessor of any damaged, destroyed, or obliterated markers and shall reestablish the markers at the lessee's expense in accordance with accepted survey practices of the Division of Land.**

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AUKKE BAY

REQUESTED BY AS *ms/mw/*
RECORDING DISTRICT
JUNEAU

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C/M 1111NNN

Date Prepared:	12/28/95	Applicant's Name:	John Gitkov
STATE OF ALASKA DEPARTMENT OF NATURAL RESOURCES DIVISION OF LAND			
DEVELOPMENT PLAN DIAGRAM			
Sec(s)	21 T. 40 S., R. 65 E., CRM		
Scale:	1" =		
SHEET	1 OF 1	LEASE FILE #	ADL 105281

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2013-003299-0

Recording District 101 Juneau

05/07/2013 02:51 PM Page 1 of 16



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

**LEASE AGREEMENT FOR
ALASKA TIDELANDS SURVEY 1170**

PART I. PARTIES

This lease is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter "CBJ" or "City" and Jane H. Hawkins and John D. Gitkov, husband and wife, d/b/a Gitkov Dock, hereafter collectively "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 and Borough:

Lessee:

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

Attn: Jane H. Hawkins and John D. Gitkov
d/b/a Gitkov Dock
22745 Glacier Hwy.
Juneau, AK 99801
Phone: (907) 723-4210
Message: (907) 789-4210

PART III. LEASE DESCRIPTION

This lease agreement is identified as: Lease Agreement for Alaska Tidelands Survey 1170. The following appendices are attached hereto and are considered to be 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 53.2
- Appendix C: Standard Provisions

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

PART IV. PRIOR LEASE SUPERSEDED

This lease agreement supersedes and replaces any lease agreement for Alaska Tidelands Survey 1170 entered into between the State of Alaska and a predecessor lessee on September 24, 1982, and any amendments to, or assignments of, that lease agreement.

PART V. LEASE EXECUTION.

The CBJ and Lessee agree and sign below.

City and Borough of Juneau:

Lessee:

Date: 5/7/2013

Date: 5/1/13

By: *Carl Uchytel*
Carl Uchytel, P.E., Port Director

By: *Jane H Hawkins*
Jane H. Hawkins

Lessee:

Date: 5/1/13

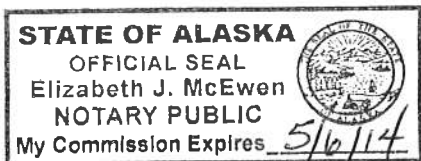
By: *John D Gitkov*
John D. Gitkov

CBJ ACKNOWLEDGMENT

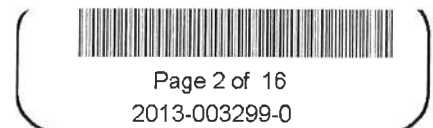
STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 7th day of May, 2013, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Carl Uchytel, to me known to be the Port Director of the City and Borough of Juneau, Alaska, the municipal corporation that executed the above foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation, and who acknowledge that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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



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

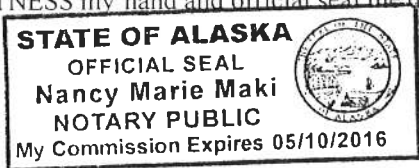


LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the 15th day of May, 2013, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared Jane H. Hawkins, to me known to be the identical individual described herein who executed the foregoing instrument as Lessee, and 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.



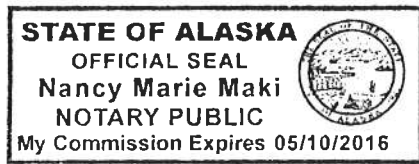
Nancy Maunahan
Notary Public in and for the State of Alaska
My Commission Expires: 5/10/2014

LESSEE ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

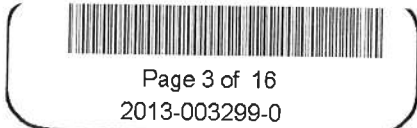
This is to certify that on the 15th day of May, 2013, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, personally appeared John D. Gitkov, to me known to be the identical individual described herein who executed the foregoing instrument as Lessee, and 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.



Nancy Maunahan
Notary Public in and for the State of Alaska
My Commission Expires: 5/10/2016

Approved as to Content: Carl Uehyt 5-7-13, Docks & Harbors
Risk Management Review: Jim Allen 5/15/2013, Risk Manager
Approved as to Form: Amun 4-12-13, Law Department



APPENDIX A:

PROPERTY DESCRIPTION & ADDITIONAL LEASE PROVISIONS

1. DESCRIPTION OF PROPERTY

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

ATS 1170, Plat 82-43, Juneau Recording District, First Judicial District, State of Alaska, containing 73,529 square feet, more or less.

The Leased Premises, depicted on Exhibit A to CBJ Ordinance No. 2013-06, are subject to any legally enforceable easements and/or covenants. A copy of CBJ Ordinance No. 2013-06 is attached to and made a part of this lease by this reference.

2. AUTHORITY

This lease is entered into pursuant to the authority of CBJ Code Section 85.02.060(a)(5), CBJ Chapter 53.20; and CBJ Ordinance No. 2013-06, adopted by the City and Borough of Juneau Assembly on March 4, 2013, and effective 30 days thereafter.

3. TERM AND RENEWAL OPTION

The term of the lease is 35 years, unless sooner terminated, commencing on September 24, 2012. The CBJ grants Lessee one option to renew this lease for one, successive period of 35 years, subject to written approval by the CBJ. Lessee shall seek to exercise this option, if at all, by written notice given to the CBJ no later than the six months prior to the expiration of the underlying initial lease term (September 23, 2047).

4. LEASE PAYMENTS, ADJUSTMENTS AND DISPUTE RESOLUTION

(a) Lessee shall pay the CBJ an annual lease payment for the Leased Premises. The annual payment for the initial five-year period (September 24, 2012 through September 23, 2017) shall be \$11,030 (Eleven Thousand and Thirty Dollars) plus sales tax. The annual lease payments shall be made by Lessee to the CBJ at the start of each subsequent year of the term, with the annual payment due on or before September 23rd.

(b) Beginning with the first year after the initial five-year period of the term, the Port Director will re-evaluate and adjust the annual lease payment for the Leased Premises (including any equipment and improvements) for the next five-year period of this lease, and then every five years thereafter, in accordance with CBJ 53.20.190(2) and 05 CBJAC 50.010, *et seq.* Regardless of the timing of the adjustment, the new annual lease payment amount shall be paid retroactively to the beginning of the lease payment adjustment period for which no adjustment has yet been made.

- i. Any changes or adjustments shall be based primarily upon the values of comparable land in the same or similar areas; such evaluations shall also include all improvements, placed upon or made to the land, to which the



City and Borough has right or title excluding landfill placed upon the land by the lessee except that the value of any improvements credited against rentals shall be included in the value.

- ii. If the lessee disagrees with the lease rent adjustment proposed by the port director, the lessee shall pay for an appraisal and have the appraisal undertaken in accordance with the requirements set out in 05 CBJAC 50.050. The lease rent adjustment proposed by the port director will automatically take effect if the lessee's appraisal is not completed and submitted to the director within six months after the director proposes the adjustment.
- iii. Delays in setting or adjusting lease rents shall not change the effective date of the lease rent change. In the case of renewals, the new rent shall apply retroactively to the date the lease expired. In the case of rent adjustments during a lease, the new rent shall apply retroactively to the date of rent adjustment as set out in the lease.

(c) In the event the Docks & Harbors Board cannot reach agreement with the applicant or lessee on the lease rent or adjustment, the Board shall pay for an additional appraisal and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Board shall establish lease rent. If the applicant or the lessee disagrees with the lease rent or adjustment, the applicant or lessee may appeal to the Assembly. The decision of the Assembly shall be final.

5. AUTHORIZED USE OF PREMISES AND IMPROVEMENTS

Lessee is authorized to use the Lease Premises for its commercial dock and marine services related operations. Should Lessee wish to further develop the premises, Lessee shall be required to obtain written approval of its development plans from the CBJ Docks and Harbors Board prior to any further development of the Leased Premises or improvements. Lessee shall be responsible for obtaining all necessary permits and approvals for Lessee's development of the Leased Premises prior to beginning any construction or otherwise taking any action for which a permit or approval is required.

6. INSURANCE REQUIREMENTS

Lessee shall provide a certification of proper insurance coverage to the City and Borough of Juneau. All insurance shall require that the insurance company give prior written notice, consistent with the terms of the policy, to the CBJ's Risk Management Officer prior to any cancellation, non-renewal, or reduction in the amount of coverage. The Lessee's insurance shall be primary and any insurance maintained by the CBJ shall be non-contributory. If the Lessee maintains higher limits than shown below, the CBJ shall be entitled to coverage for the higher limits maintained by the Lessee.



Lessee acknowledges that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, improvements or personal property located on the Leased Premises, and adequate insurance to cover debris removal. Lessee, and its insurer, also agree to waive any rights of recovery for property loss or claims relating to this agreement. The CBJ will be named as a joint loss payee as its interest may appear on the property insurance coverage.

Lessee agrees to maintain insurance as follows at all times while this contract is in effect, including during any periods of renewal.

Marine General Liability Insurance. The Lessee must maintain Marine General Liability Insurance, including coverage for wharfinger's liability, in an amount it deems reasonably sufficient to cover any suit that may be brought against the lessee. This amount must be at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) aggregate. . This coverage shall include the CBJ, its officials, employees, and volunteers as insureds. **The CBJ will be named as additional insured on this policy for "any and all work performed for the CBJ".**

Comprehensive Automobile Liability Insurance. The coverage shall include all owned, hired, and non-owned vehicles to a one million dollar (\$1,000,000.00) combined single limit coverage. **The CBJ will be named as additional insured on this policy for "any and all work performed for the CBJ".**

Workers Compensation Insurance. If required by Alaska Statute, the Lessee must maintain Workers Compensation Insurance to protect the Lessee from any claims or damages for any personal injury or death which may arise from services performed under this contract. This requirement applies to the Lessee firm, the Lessee subcontractors and assignees, and anyone directly or indirectly employed to perform work under this contract. The Lessee must notify the CBJ as well as the State Division of Workers Compensation immediately when changes in the Lessee business operation affect the Lessee insurance status. Statutory limits apply to Workers Compensation Insurance. The policy must include employer's liability coverage of one hundred thousand dollars (\$100,000.00) per injury and illness, and five hundred thousand dollars (\$500,000.00) policy limits. **If the Lessee is exempt from Alaska Statutory Requirements, the Lessee will provide written confirmation of this status in order for the CBJ to waive this requirement. The policy will be endorsed to waive subrogation rights against the CBJ.**

Property Insurance Lessee acknowledges that the CBJ carries no property or casualty insurance on the Leased Premises of improvements located thereon belonging to Lessee, and that it is the Lessee's obligation to obtain adequate insurance for protection of Lessee's buildings, fixtures, improvements or personal property located on the Leased Premise, and adequate insurance to cover debris removal. Lessee and its insurer also agree to waive any rights of recovery for property loss or claims relating to this agreement. The CBJ will be named as a joint loss payee as its interest may appear on the property insurance coverage.



**APPENDIX B: LEASE PROVISIONS REQUIRED BY
CBJ CHAPTER 53.20**

1. 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 liable as provided by law.

2. APPROVAL OF OTHER AUTHORITIES.

As required by CBJ 53.20.180, the issuance by the CBJ 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 the CBJ or by duly authorized state or federal agencies.

3. 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 CBJ 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) **Subleasing.** Lessee may sublease Leased Premises or any part thereof leased to Lessee hereunder; provided, that the proposed sub-lessee shall first apply to the manager or port director for a permit therefore; 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. The CBJ reserves the right to amend or modify the terms and conditions that shall apply, if the CBJ deems it appropriate to do so.

(3) **Assignment.** Lessee may assign its rights and obligations under this lease; provided that the proposed assignment shall be approved by the CBJ 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.

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

(5) **Cancellation and Forfeiture.**

(a) The lease, if in good standing, may be cancelled in whole or in part, at any time, upon mutual written agreement by Lessee and the CBJ.



(b) The manager or port director may cancel the lease if it is used for any unlawful purpose.

(c) If the lessee shall default in the performance or observance of any of the lease terms, covenants or stipulations thereto, or of the regulations now or hereafter in force, or any of the provisions of this Code, and should the default continue for 30 calendar days after service of written notice by the City and Borough without remedy by the lessee of the conditions warranting default, the City and Borough may subject the lessee to appropriate legal action including forfeiture of the lease. No improvements may be removed by the lessee or other person during any time the lessee is in default.

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

(6) **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.

(7) **Rights of Mortgage 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.

(8) **Entry and Reentry.** In the event that the lease should be terminated as herein 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, the CBJ or its agents, servants, or representative, may, immediately or any time thereafter, reenter and resume possession of lands or such thereof, and remove all persons and property therefrom either by summary proceedings or by a suitable action or proceeding at law without being liable for any damages therefore. No reentry by the CBJ shall be deemed an acceptance of a surrender of the lease.

(9) **Re-lease.** In the event that the lease should be terminated as herein provided, or by summary proceedings, or otherwise, the manager or port director may offer the lands for lease or other appropriate disposal pursuant to the provisions of the CBJ code.

(10) **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 the CBJ as partial or total damages for the breach.

(11) **Written Waiver.** The receipt of rent by the CBJ 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 the CBJ to enforce any covenant or provision therein contained, nor any waiver of

Lease Agreement for ATS 1170



any right thereunder by CBJ unless in writing, shall discharge or invalidate such covenants or provisions or affect the right of the CBJ to enforce the same in the event of any subsequent breach or default. The receipt, by the CBJ, of any rent or any other sum of money after the termination, in any manner, of the term demised, or after the giving by the CBJ 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 the CBJ to Lessee prior to the receipt of any such sum of money or other consideration, unless so agreed to in writing and signed by the CBJ.

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

(13) **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.

(14) **Removal or Reversion of Improvement 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 the manager or port director may extend the time for removing such improvements in cases where hardship is proven. Improvements owned by Lessee may, with the consent of the port director or manager, be sold to the succeeding Lessee. All periods of time granted Lessee to remove improvements are subject to Lessee's paying the CBJ pro rata lease rentals for the period.

(a) If any improvements and/or chattels not owned by the City and Borough and having an appraised value in excess of \$5,000.00, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall, upon due notice to the lessee, be sold at public sale under the direction of the manager or port director. The proceeds of the sale shall inure to the lessee preceding if the lessee placed such improvements and/or chattels on the lands, after deducting for the City and Borough rents due and owing and expenses incurred in making such sale. Such rights to the proceeds of the sale shall expire one year from the date of such sale. If no bids acceptable to the City and Borough manager or port director are received, title to such improvements and/or chattels shall vest in the City and Borough.

(b) If any improvements and/or chattels having an appraised value of \$5,000.00 or less, as determined by the assessor, are not removed within the time allowed, such improvements and/or chattels shall revert to, and absolute title shall vest in, the City and Borough.

(15) **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 Lessee's permission, and remaining upon the premises after the termination date of the lease shall entitle the CBJ to charge Lessee a reasonable rent therefore.



(16) **Compliance with All Laws.** 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 applicable to the activity upon or associated with the leased land, which includes, but is not limited to, complying with the CBJ's Uniform Sales Tax code.

(17) **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.

(18) **Inspection.** Lessee shall allow an authorized representative of the CBJ to enter the lease land for inspection at any reasonable time.

(19) **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 materials 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 the manager or port director.

(20) **Rights-of-Way.** The CBJ expressly reserves the right to grant easements or rights-of-way across leased land if it is determined in the best interest of the CBJ to do so. If the CBJ grants an easement or right-of-way across the leased land, Lessee shall be entitled to damages for all Lessee-owned improvements or crops (if applicable) 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.

(21) **Warranty.** The CBJ 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.

(22) **Lease Rental Credit.** When authorized in writing by the manager or port director 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 the CBJ 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 the CBJ's title to the Leased Premises or enter into any lease, easement, or other obligation of the CBJ's title without the prior written consent of the CBJ; and any such act or omission, without the prior written consent of the CBJ, shall be void against the CBJ 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, the CBJ 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 the CBJ, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to 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, costs, expense, or damages resulting from settlement, judgment or verdict, and includes the award of any costs and attorneys fees even if in excess of Alaska Civil Rules 79 or 82. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against the CBJ relating to this lease. The obligations of Lessee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The CBJ 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 the Lessee has actual notice.

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

(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.



Presented by: The Manager
Introduced: 02/11/2013
Drafted by: J.W. Hartle

ORDINANCE OF THE CITY AND BOROUGH OF JUNEAU, ALASKA

Serial No. 2013-06

An Ordinance Authorizing the Port Director to Negotiate and Execute a Lease of ATS 1170, Located at Approximately 13395 Glacier Highway.

WHEREAS, the State of Alaska conveyed management authority for ATS 1170 (also referred to as Alaska Tidelands Lease No. ADL 101598) to the City and Borough on February 8, 2001; and

WHEREAS, at the time of the conveyance, the holder of the existing lease between it and the State was John D. Gitkov and Jane H. Hawkins, husband and wife, d.b.a. Gitkov Dock; and

WHEREAS, the lease between John D. Gitkov and Jane H. Hawkins, husband and wife, and the State of Alaska, assumed by the City and Borough, expired on September 12, 2012; and

WHEREAS, Gitkov and Hawkins wish to renew their lease, and the Port Director recommended that the lease renewal constitute a new lease with the City and Borough under terms and conditions in accordance with City and Borough ordinances and regulations, with Gitkov and Hawkins paying the appropriate fair market value rental rate for continued use of ATS 1170; and

WHEREAS, it is the intent of the Docks and Harbors Board, and Gitkov and Hawkins, that the new lease agreement memorialize the intent and conduct of the parties under which Gitkov and Hawkins remain the responsible leaseholders of ATS 1170, despite the fact that a new lease document with the City and Borough was not signed when the underlying original lease expired; and

WHEREAS, in accordance with the 2012 appraisal report, the Port Director recommended an annual rental rate of \$11,030 (73,529 square feet at \$0.15 per square foot, rounded up to the nearest whole dollar), which was approved by the Docks and Harbors Board on December 20, 2012; and

WHEREAS, the parties now desire to enter into a lease agreement for ATS 1170, as recommended and approved by the Docks and Harbors Board; and

WHEREAS, the Board is authorized by CBJ 85.02.060(a)(5) to lease lands as provided in CBJ Chapter 53.20, and any action required by CBJ Title 53 of the City Manager may be performed by the Port Director; and



WHEREAS, CBJ 53.20.020 authorizes the lease of lands owned by the City and Borough, including tidelands and submerged lands, by ordinance under such procedures and minimum terms and conditions as set forth in the ordinance.

NOW, THEREFORE, BE IT ENACTED BY THE ASSEMBLY OF THE CITY AND BOROUGH OF JUNEAU, ALASKA:

Section 1. Classification. This ordinance is a noncode ordinance.

Section 2. Authorization to Lease. The Port Director is authorized to negotiate and execute a lease to John D. Gitkov and Jane H. Hawkins, husband and wife, of Alaska Tidelands Survey No. 1170, Plat 82-43, Juneau Recording District, First Judicial District, State of Alaska, containing approximately 73,529 square feet of property, as shown on Exhibit A to this ordinance.

Section 3. Minimum Essential Terms and Conditions. The lease is subject to the following minimum essential terms and conditions:

(A) The leased property shall be used by Lessees for its commercial dock and marine services related operations.

(B) The lease shall be for a term of thirty-five years, beginning September 24, 2012, with one thirty-five year renewal option, subject to City and Borough approval of any renewal.

(C) The annual lease payment for the initial five-year period (September 24, 2012 - September 23, 2017) shall be \$11,030 plus sales tax. Annual rent under this lease agreement shall be due by September 23rd.

(D) Beginning with the first year after the initial five-year period of the term of this lease agreement, the Port Director will re-evaluate and adjust the annual lease payment for the leased property, equipment, and improvements for the next five-year period of the term in accordance with CBJ 53.20.190(2). Regardless of the timing of the adjustment, the new annual lease payment amount shall be paid retroactively to the beginning of the lease payment adjustment period for which no adjustment has yet been made.

(E) Lessees shall be responsible for obtaining all necessary permits and approvals for any further development of the leased property or improvements. In addition, Lessees are required to obtain approval of any development plans from the City and Borough Docks and Harbors Board prior to any further development of the leased property or improvements.

(F) Lessees shall indemnify, defend, and hold harmless the City and Borough and its officers and employees for any claims related to or arising out of Lessees' use, operation, or maintenance of the leased property, equipment, and improvements, including any further development of the leased property or improvements by Lessees.

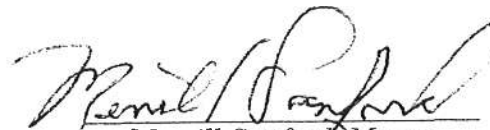


(G) The lease shall include all provisions of the standard City and Borough land lease form not in conflict with this ordinance, and any other provisions that the Port Director determines to be in the public interest.

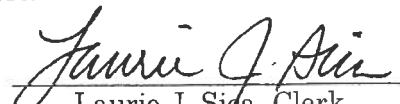
Section 4. Execution. The lease authorized by this ordinance may be enforced according to its terms notwithstanding any procedural or substantive deviations or differences from CBJ Title 53.

Section 5. Effective Date. This ordinance shall be effective 30 days after its adoption.

Adopted this 4th day of March, 2013.


Merrill Sanford, Mayor

Attest:


Laurie J. Sica, Clerk

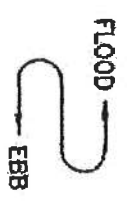
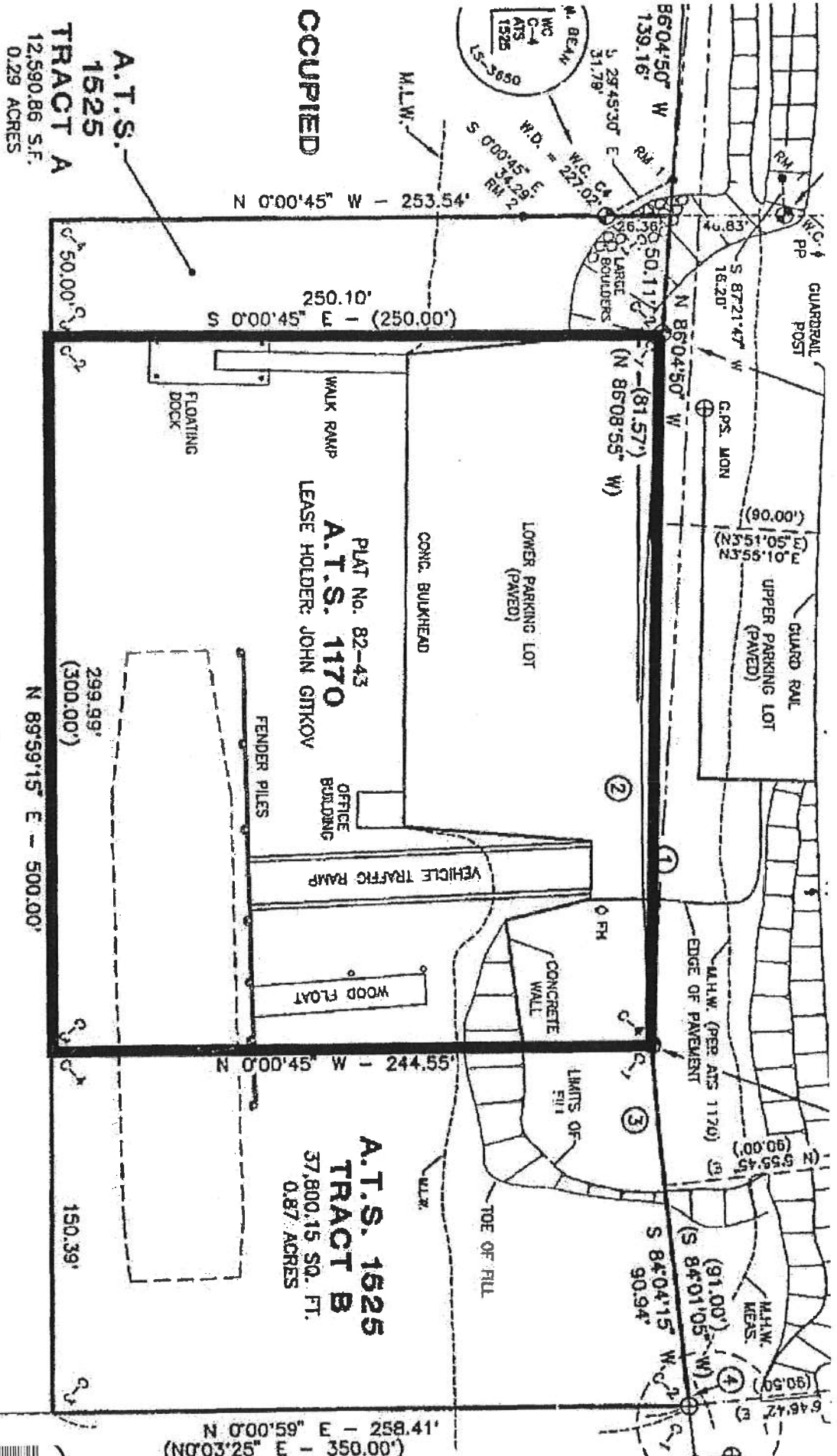


Exhibit A - Ordinance No. 2013-06
Page 1 of 1

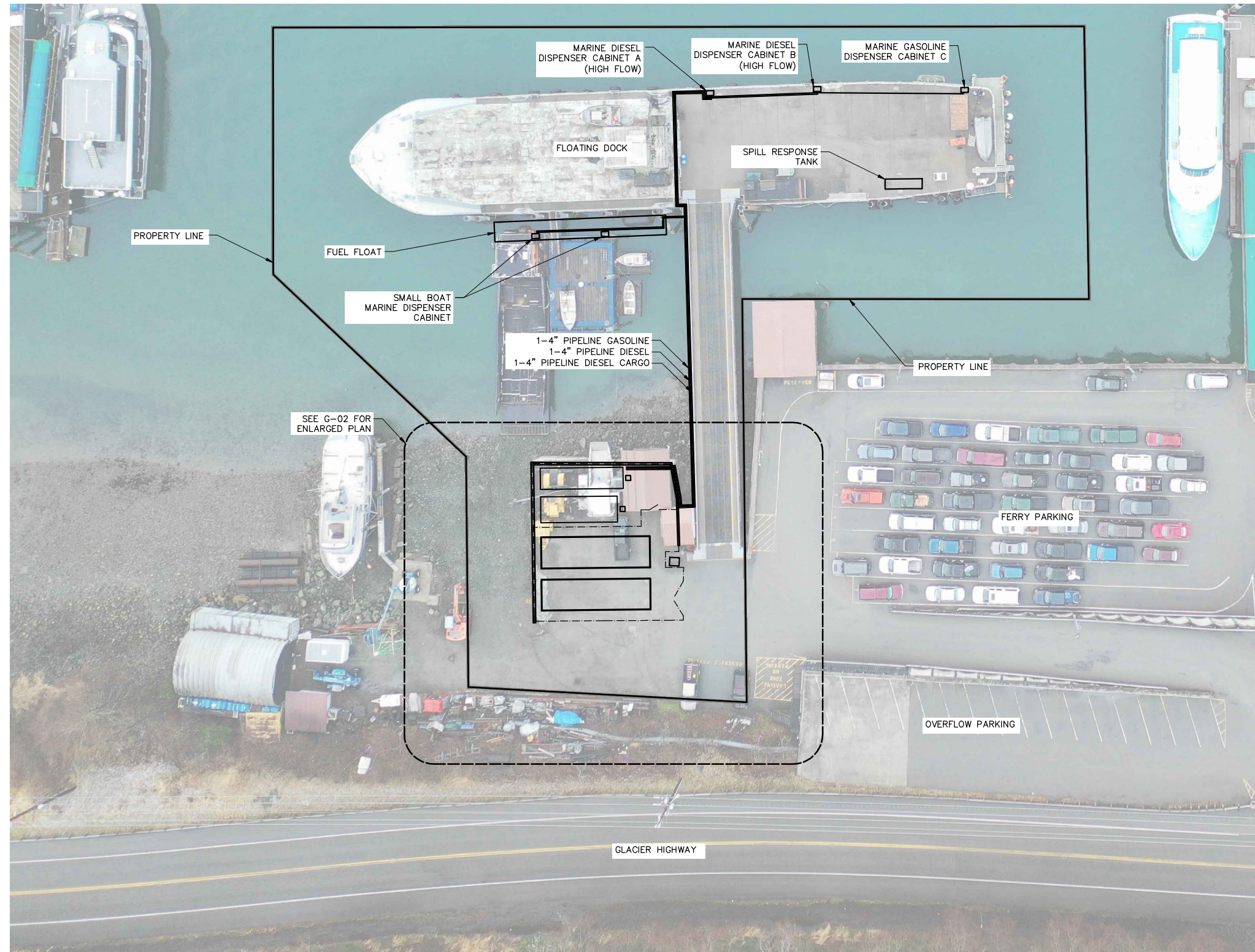




PHASE II

NOTES:

- (N1) DRAWINGS ARE PRELIMINARY AND FOR COMMENT ONLY.
- A. HIGH FLOW DISPENSER DESIGN: 150 GPM FLOW
- B. SMALL BOAT DISPENSER DESIGN: 50 GPM FLOW



1 OVERALL SITE PLAN
SCALE: 1" = 50' (HALF SIZE 11"x17")

REV	DATE	REVISION DESCRIPTION	DWN	CHK
F	3-29-19	ISSUED FOR REVIEW	JF	TS
E	3-29-19	ISSUED FOR REVIEW	RPD	TAS
D	3-20-19	ISSUED FOR REVIEW	DK	TS
C	3-19-19	ISSUED FOR REVIEW	RD	DK
B	3-15-19	ISSUED FOR REVIEW	RD	DK
A	3-14-19	ISSUED FOR REVIEW	RD	DK

GREAT NORTHWESTERN ENGINEERING
 137 E. ARCTIC, SUITE 101
 PALMER, AK 99645
 (907) 745-6988

AUKE BAY FUEL TERMINAL
 OVERALL SITE PLAN
 DELTA WESTERN
 JUNEAU, AK

GNE #: JOB # 309047
ACAD NO:
DATE: 3-14-19
SCALE:
DRAWN:
CHECKED:
DESIGNED:
APPROVED:

309047 REV F

G-01
 DWG NO.

PHASE II

NOTES:

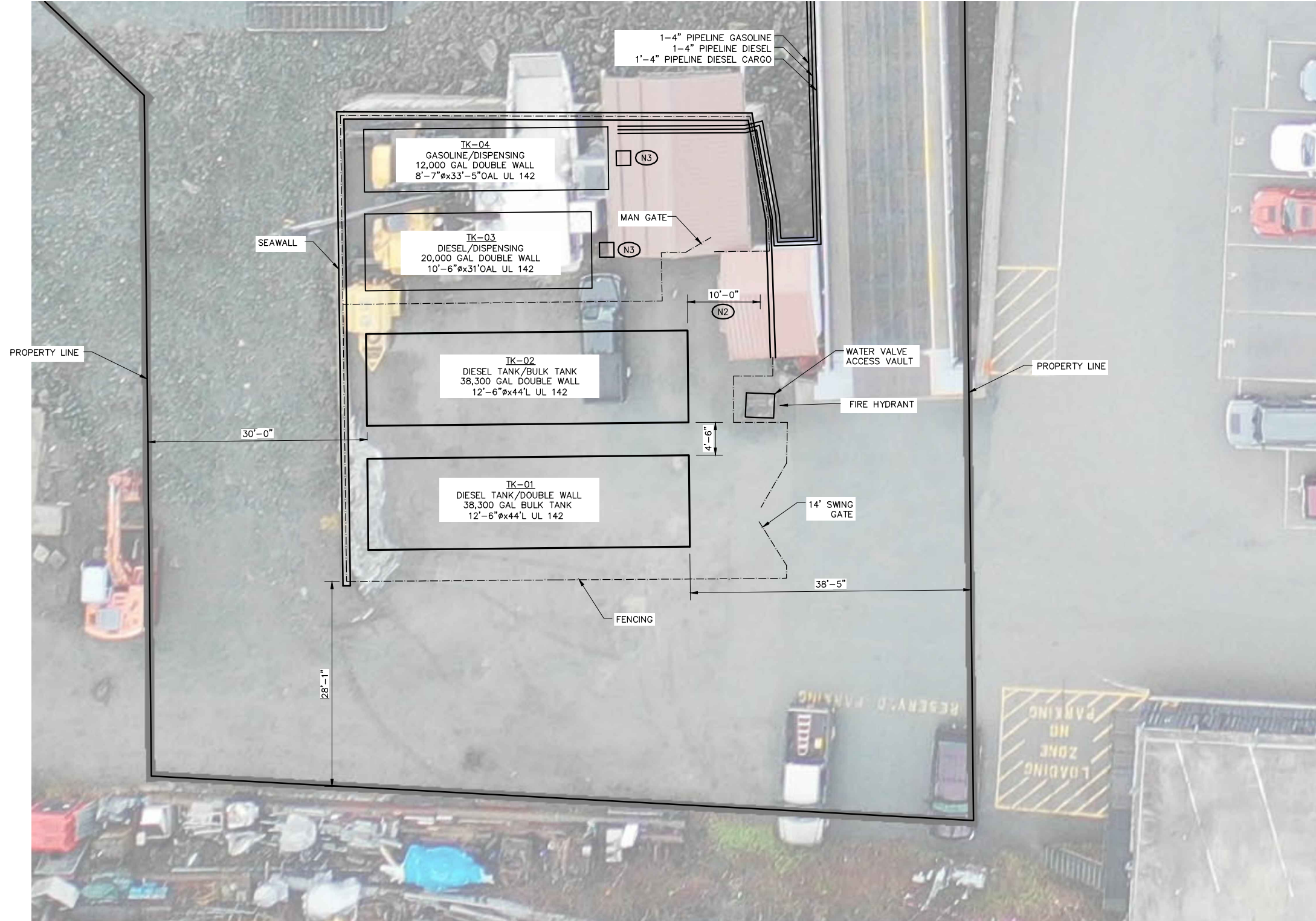
- (N1) DRAWINGS ARE PRELIMINARY AND CONCEPTUAL ONLY.
 - A. DIESEL BULK TANK TOTAL CAPACITY: 76,600 GALLONS
 - B. DISPENSING TANK GASOLINE: 12,000 GALLONS
 - C. DISPENSING TANK DIESEL: 20,000 GALLONS
- TOTAL COMBINED STORAGE VOLUME: 108,600 GALLONS
- (N2) DISTANCE TO EXISTING BUILDING EDGE IS ESTIMATED AND SHOULD BE VERIFIED TO PROVIDE AT LEAST 10 FEET OF SEPARATION FROM BULK TANK. IF THE SETBACK IS LESS THAN 10 FEET THE BUILDING WILL NEED TO BE MOVED IN ORDER TO BE IN COMPLIANCE WITH NFPA 30.
- (N3) PROVIDE ONE REMOTE FILL CONTAINMENT BOX FOR FILLING DIESEL DISPENSING TANKS AND ONE CONTAINMENT BOX FOR FILLING GASOLINE DISPENSING TANKS.

REV	DATE	REVISION DESCRIPTION	CHK
F	3-29-19	ISSUED FOR REVIEW	JF
E	3-29-19	ISSUED FOR REVIEW	RPD
D	3-20-19	ISSUED FOR REVIEW	DK
C	3-19-19	ISSUED FOR REVIEW	RD
B	3-15-19	ISSUED FOR REVIEW	RD
A	3-14-19	ISSUED FOR REVIEW	RD

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 137 E. ARCTIC, SUITE 101
 PALMER, AK 99645
 (907) 745-6988

AUKE BAY FUEL TERMINAL
 ENLARGED TANK LAYOUT PLAN
 DELTA WESTERN
 JUNEAU, AK

GNE #: JOB # 309047
ACAD NO:
DATE: 3-14-19
SCALE:
DRAWN:
CHECKED:
DESIGNED:
APPROVED:
309047 REV F
G-02 DWG NO.



1 ENLARGED TANK LOCATION PLAN
 SCALE: 1" = 16'-8" (HALF SIZE 11"x17")