

**Alaska Department of Natural Resources
Division of Mining, Land and Water
Southeast Regional Office**

**Preliminary Decision Memorandum
Land Use Permit- LAS 26603
Juneau Airport**

- I. **Proposed Action:** This permit will authorize the relocation and construction of the East Runway Slough at the Juneau International Airport. There will be no long-term placement of improvements on State land. The existing slough will be filled to increase the length of Runway 26 in order to meet new FAA regulations for runway safety. As mitigation for the loss of this habitat, a new slough will be constructed. This permit will authorize the construction activity. See Attachment A for the location of the project area.
- II. **Statutory Authority:** AS 38.05.850.
- III. **Land Description:** See revised application signed 10/17/07, with development plan diagrams dated 10/10/07.
- IV. **Land Status/Classification:** The Juneau State Land Plan identifies this area as within the Mendenhall Wetlands State Game Refuge (MWSGR) and states that any DNR actions will conform to the MWSGR management plan. AS 16.20.034(i) provides for expansion of the airport under certain conditions. This permit will authorize construction of a new slough channel as a mitigation measure to compensate for the filling of the existing slough channel for the proposed airport expansion. The permit conforms to the MWSGR management plan by authorizing this mitigation measure.
- V. **Alaska Coastal Management Program Consistency Review:** Agency review and public notice of the project will be conducted by the Division of Coastal and Ocean Management (DCOM) under the Alaska Coastal Management Program consistency review procedures.

Because this activity is within the MWSGR, notice will also be provided to the Alaska Department of Fish and Game (DFG).
- VI. **Other Authorizations:**
 - a. **Army Corps of Engineers:** To date no authorization has been issued approving the project; refer to file reference number POA-1981-320-FF, Gastineau Channel.
 - b. **Other State authorizations:** ADL 107380, ADL 107597 and ADL 107382
- VII. **Bonding/Insurance:** Bonding and insurance requirements are waived due to the nature and scope of the project and its benefits to the public.
- VIII. **Fees:** Fees are waived for the City and Borough of Juneau as a municipality.

ALASKA DEPARTMENT OF NATURAL RESOURCES
DIVISION OF MINING, LAND AND WATER

Southeast Region
400 Willoughby Ave., P.O. Box 111020
Juneau, AK 99811-1020
(907) 465-3400

LAND USE PERMIT (TIDELANDS)
AS 38.05.850

Permit No. LAS 26603

Name of Permittee: City and Borough of Juneau – Juneau International Airport

1873 Shell Simmons Drive, suite 300 Juneau AK 99801
Permittee's Address City State Zip

789-7821 dave_palmer@ci.juneau.ak.us Dave Palmer
Work Phone email Contact Person

(Permittee is responsible for maintaining a current address with the Division for the entire term of this authorization.)

Legal Description: Copper River Meridian, Township 40S, Range 66E, Section 32
Acres: 5.1 (slough area) 19.4 (construction zone) Other description: East Runway (26)
Slough Channel within the Mendenhall Wetlands State Game Refuge

Term. This permit is issued effective beginning the day before construction begins and expires on the day after construction ends or five years after the date construction begins whichever is sooner, unless sooner terminated at the State's discretion.

Permitted Use. This permit is issued for purpose of construction of a new East Runway slough channel and is revocable without cause by the Division of Mining, Land and Water. This permit is also revocable for any breach of the following conditions:

- Rent.** This permit is subject to an annual fee of Not Applicable .00 which must be paid on or before Not Applicable of every year during the permit term.
- Performance Guarantee.** Permittee shall provide a surety bond or other form of security acceptable to the Division in the amount of Not Applicable .00 payable to the State of Alaska. Such performance guarantee shall remain in effect for the term of this authorization and shall secure performance of Permittee's obligations hereunder. The amount of the performance guarantee may be adjusted by the Regional Manager in the event of approved amendments to this authorization, changes in the development plan, or any change in the activities or operations conducted on the premises. If Permittee fails to perform the obligations under this permit within a reasonable time, the State may perform Permittee's obligations at Permittee's expense. Permittee agrees to pay, within 30 days following demand, all costs and expenses reasonably incurred by the State as a result of the failure of Permittee to comply with the terms of this permit. The provisions of this permit shall not prejudice the State's right to obtain a remedy under any law or regulation. Failure by Permittee to provide replacement security, upon notice of non-renewal of an existing form of security, shall be grounds for the State to make a claim upon the existing security to protect the State's interests. If the Regional Manager determines that Permittee has satisfied the terms and conditions of this authorization, the performance guarantee may be released. The performance guarantee may only be released in writing by the Regional Manager.
- Assignment.** Permittee may not transfer or assign this permit to any other individual or corporation.

4. **Development Plan.** The development of the site authorized by this permit shall be limited to the area and to the improvements specified in the development plan dated October 10, 2007 and included as Attachment A. Permittee is responsible for accurately siting development and operations within this area. Any proposed revisions to the development plan must be approved in writing by the Regional Manager before the change in use or development occurs. Permittee shall take all reasonable precautions to prevent water pollution, erosion, or sedimentation on or in the vicinity of the permitted area.
5. **Compliance with Government Requirements.** Permittee shall, at its expense, comply with all applicable laws, regulations, rules and orders, and with the requirements and conditions of this authorization. Permittee shall ensure compliance by its employees, agents, contractors, subcontractors, licensees, or invitees.
6. **Inspection.** Authorized representatives of the State of Alaska shall have reasonable access to the permitted area for purposes of inspection. Permittee may be charged fees under 11 AAC 05.010(a)(7)(M) for routine inspections of the subject parcel, inspections concerning non-compliance, and final close-out inspection.
7. **Indemnification.** Permittee assumes all responsibility, risk and liability for its activities and those of its employees, agents, contractors, subcontractors, licensees, or invitees, directly or indirectly related to this permit, including environmental and hazardous substance risk and liability, whether accruing during or after the term of this permit. Permittee shall defend, indemnify, and hold harmless the State of Alaska, its agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Permittee, its employees, agents, contractors, subcontractors, licensees, or invitees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the State or a person acting on the State's behalf. Within 15 days, Permittee shall accept any such cause, action or proceeding upon tender by the State. This indemnification shall survive the termination of the permit.
8. **Termination.** This permit does not convey an interest in State land, and is immediately revocable with or without cause.
9. **Violations.** This authorization is immediately revocable upon violation of any of its terms or conditions, for nonpayment of fees, or upon failure to comply with any other applicable federal or State law, statute or regulation. Should any unlawful discharge, leakage, spillage, emission, or pollution of any type occur due to the act or omission of Permittee or its employees, agents, contractors, subcontractors, licensees, or invitees, Permittee shall be obligated at its expense to clean up the area to the reasonable satisfaction of the State of Alaska. A permittee charged and convicted of any violation of state hunting, trapping or fishing laws or regulations may be subject to permit revocation.
10. **Site Restoration.** Upon expiration, completion, or termination of this authorization, the permitted site shall be vacated and all improvements, personal property, and other chattels shall be removed or they will become the property of the State. The site shall be left in a clean, safe condition acceptable to the Regional Manager.
11. **Public Trust Doctrine.** This authorization is issued subject to the Public Trust Doctrine, which guarantees public access to, and the public's right to use, all navigable and public waters and the land beneath them for navigation, commerce, fishing, and other purposes. Permittee is authorized to make exclusive use of Permittee's improvements, but may not preclude or restrict public access on and through the permitted area. The Division of Mining, Land and Water reserves the right to grant other interests consistent with the Public Trust Doctrine.
12. **Wastewater Disposal.** Disposal of wastewater from any operation associated with this authorization must satisfy the requirements of the Alaska Department of Environmental Conservation. All floating structures that provide for human habitation shall be equipped with an approved marine sanitation device or other Coast Guard approved system.
13. **Solid Waste.** All solid waste and debris generated from the activities conducted under this authorization shall be removed to a facility approved by the Alaska Department of Environmental Conservation. Temporary storage and accumulation of solid waste prior to its removal shall meet the following requirements:
 - (a) Solid waste shall be stored in a manner that prevents a litter violation under AS 46.06.080;
 - (b) Putrescible waste (waste that can decompose and cause obnoxious odor) shall be stored in a manner that prevents the attraction of or access to wildlife or disease vectors; and
 - (c) Premises shall be maintained free of solid waste that might create a health or safety hazard.

14. **Fuel and Hazardous Substances.** To ensure future use of public lands as well as tide and submerged lands, fuel and hazardous substance use shall occur in a manner that avoids toxic discharge and run-off. Permittee is responsible for preventing spillage and contamination of contiguous land and water as well as cleaning up any oil or other pollutants that result from activities associated with this permit. Appropriate spill response equipment must be on hand to respond to spills from any transfer or handling of fuel or other hazardous substances. All independent fuel and hazardous substance containers shall be marked with the contents and Permittee's name using paint or a permanent label.

15. **Notification.** Permittee shall immediately notify DEC by telephone, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail, informing DEC of any unauthorized discharge of oil to water; any discharge of hazardous substances other than oil; or any discharge or cumulative discharge of oil greater than 55 gallons solely to land and outside an impermeable containment area. If a discharge, including a cumulative discharge, of oil is greater than 10 gallons but less than 55 gallons, or a discharge of oil greater than 55 gallons is made to an impermeable secondary containment area, Permittee shall report the discharge within 48 hours, and immediately afterwards send DEC a written notice by facsimile, hand delivery, or first class mail. Any discharge of oil, including a cumulative discharge, solely to land greater than one gallon up to 10 gallons must be reported in writing on a monthly basis. Posting of information shall occur as provided by 18 AAC 75.305. The requirements of 18 AAC 75.310, Scope and Duration of Initial Response Actions, and the spill reporting requirements of 18 AAC 75, Article 3 will be met.

Permittee shall supply DEC with all follow-up incident reports. Notification of a discharge must be made to the nearest DEC Area Response Team during working hours: Anchorage (907) 269-3063, fax (907) 269-7648; Fairbanks (907) 451-2121, fax (907) 451-2362; Juneau (907) 465-5340, fax (907) 465-2237. The DEC oil spill report number outside normal business hours is (800) 478-9300.

16. **Other Authorizations.** The issuance of this authorization does not relieve Permittee from obtaining any other authorizations required by other agencies for this activity. Use of shoreties connected to the uplands is prohibited unless written permission is first obtained from the upland owner. Unauthorized use of the uplands where a permit is required shall constitute just cause for termination of this permit.

17. **Maintenance.** The State assumes no responsibility for maintenance of improvements constructed on State land, or liability for injuries or damages attributable to that construction.

18. **Late Payment Penalty Charges. Not Applicable** Permittee shall pay a penalty for any late payment. The penalty amount will be the greater of either the fee specified in 11 AAC 65.010 or interest at the rate set by AS 45.45.010(a), and will be assessed on a post-date account until payments received by the State.

19. **Returned Check Penalty. Not Applicable** A returned check fee as provided in 11 AAC 65.010 will be assessed for any check on which the bank refuses payment. Late payment penalties shall continue to accumulate.

20. **Change of Address.** Any change of address must be submitted in writing to the Regional Manager.

21. **Alaska Coastal Management Program.** Pursuant to AS 46.40 and 11 AAC 110 and the final consistency determination, #AK _____ dated _____, Permittee shall comply with the final project description. If Permittee believes a GC alternative measure contradicts a condition of this permit, Permittee shall immediately request clarification from the Division. **NOTE: NEED TO COMPLETE AFTER ACMP REVIEW DONE**

22. **Site Specific Conditions.**

- a. **Material Sale.** If the material that is removed for the construction of the slough is to be put to a beneficial use (removed from State control, the ability to access use and sell) then any material over the first 5,000 cubic yards requires the purchase of the material at a cost of \$0.50 per cubic yard.

Advisory Regarding Violations of the Permit Guidelines: Pursuant to 11 AAC 96.145, a person who violates a condition of a permit issued under 11 AAC 96 is subject to any action available to DNR for enforcement and remedy, including permit revocation, civil action for forcible entry and detainer, ejection, trespass, damages, and associated costs, or arrest and prosecution for criminal trespass in the second degree. DNR may seek

damages available under civil action, including restoration damages, compensatory damages, and treble damages under AS 09.45.730 or 09.45.735, for violations involving injuring or removing trees or shrubs, gathering geotechnical data, or taking mineral resources.

If a person responsible for an unremedied violation of 11 AAC 96 or a condition of a permit issued under 11 AAC 96 applies for a new authorization from DNR under AS 38.05.035 or 38.05.850, DNR may require the applicant to remedy the violation as a condition of the new authorization, or to begin remediation and provide security under 11 AAC 96.060 to complete the remediation before receiving the new authorization. If a person who applies for a new authorization under AS 38.05.035 or 38.05.850 has previously been responsible for a violation of 11 AAC 96 or a condition of a permit issued under this chapter, whether remedied or unremedied, that resulted in substantial damage to the environment or to the public, DNR will consider that violation in determining the amount of the security to be furnished under 11 AAC 96.060, and may require the applicant to furnish three times the security that would otherwise be required.

The Regional Manager reserves the right to alter these conditions before the permit is issued, in which case Permittee will be so advised. DNR has the authority to implement and enforce these conditions under AS 38.05.850. **Direct all questions on this permit to the Division of Mining, Land and Water, Southeast Region, 400 Willoughby Ave., P.O. Box 111020, Juneau, AK 99811-1020, telephone (907) 465-3400.**

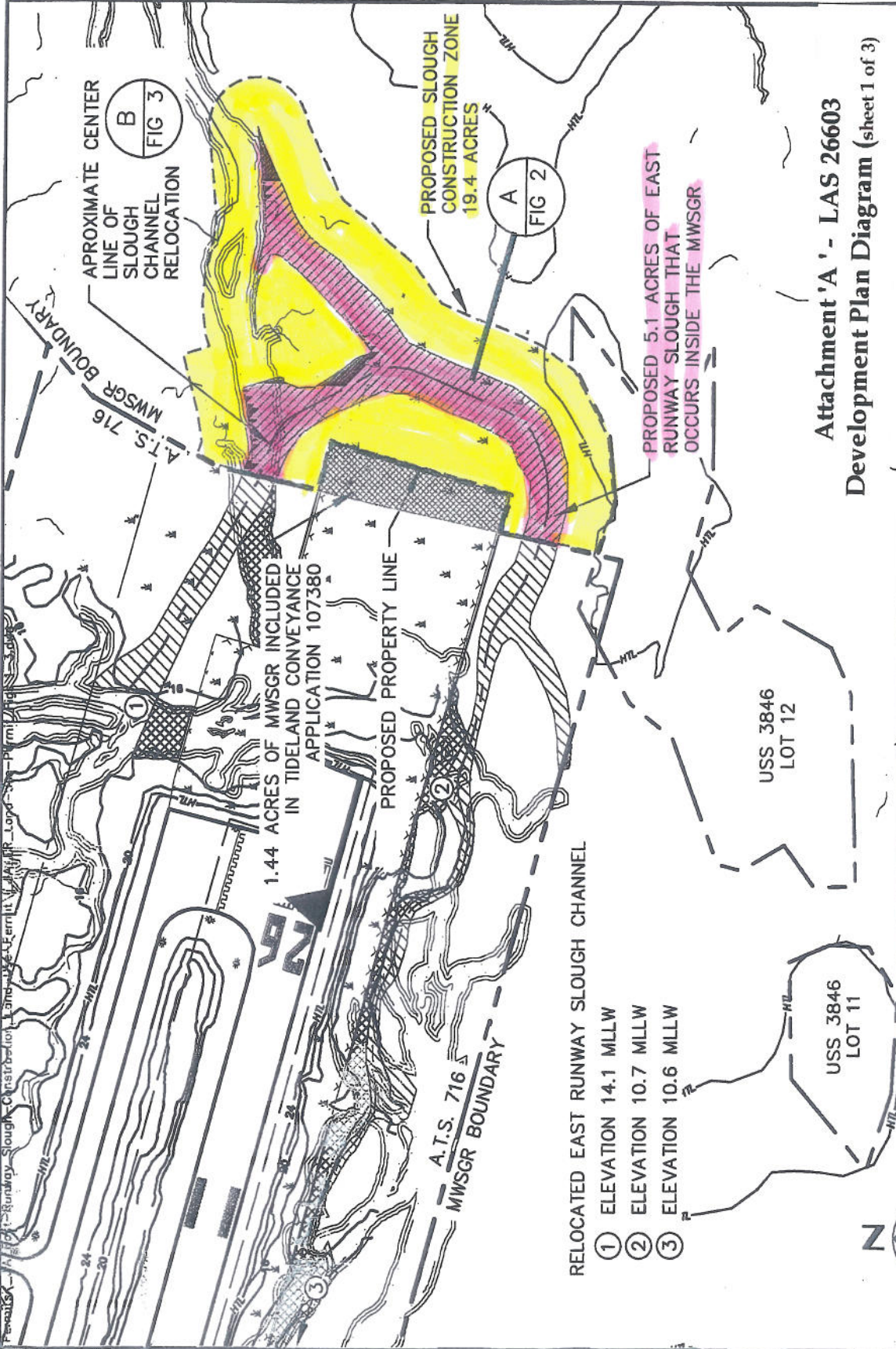
Signature of Permittee or Authorized Representative hereby agreeing to comply with all conditions of this permit:

Name	Title	Date
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Signature of Authorized DNR Representative:

Ed Collazzi, SE Regional Manager	Date
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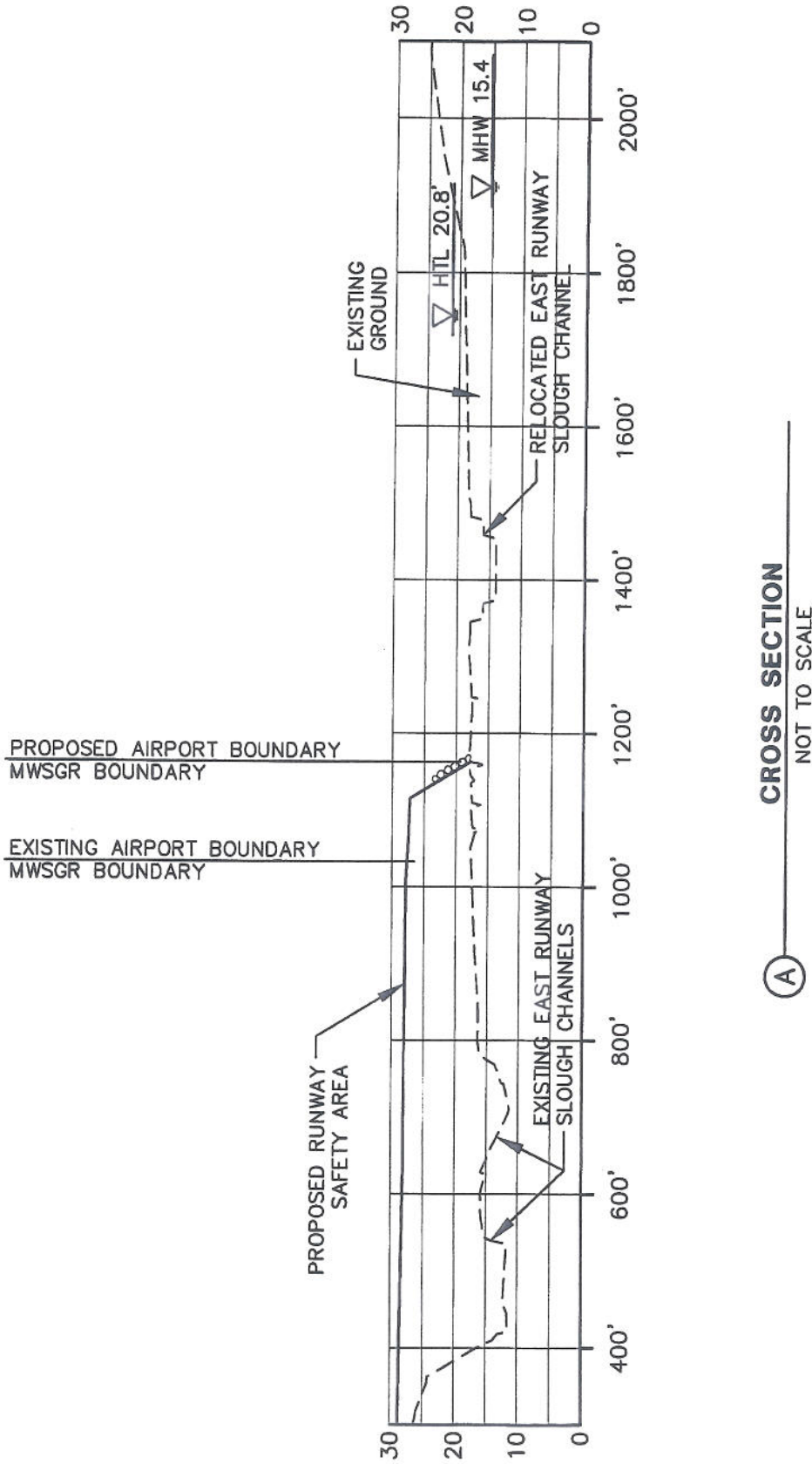
Attachment 'A' - LAS 26603
Development Plan Diagram (sheet 1 of 3)

<p>PURPOSE: PROVIDE INCREASED SAFETY AND OPERATIONAL EFFICIENCY AT JUNEAU INTERNATIONAL AIRPORT</p> <p>DATUM: MEAN LOW LOW WATER (MLLW)</p> <p>LOCATION: T. 40S. R. 65E. Sec. 36 T. 40S. R. 66E. Sec. 31, 32 T. 41S. R. 66E, Sec. 1 COPPER RIVER MERIDIAN</p>	<p>LAND USE PERMIT, LAS 26603 PLAN VIEW</p> <p>SCALE: 1" = 400' APPLICATION BY: JUNEAU INTERNATIONAL AIRPORT 1873 SHELL SIMMONS DRIVE SUITE 200 JUNEAU, ALASKA 99801</p>	<p>EAST RUNWAY SLOUGH CONSTRUCTION</p> <p>IN: GASTINEAU CHANNEL AT: JUNEAU, ALASKA POA-1981-320-FF, GASTINEAU CHANNEL 341</p> <p>FIGURE 1 DATE: 10/10/07</p>
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Attachment 'A' - LAS 26603
Development Plan Diagram (sheet 1 of 3)

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Attachment 'A' - LAS 26603
Development Plan Diagram (sheet 2 of 3)

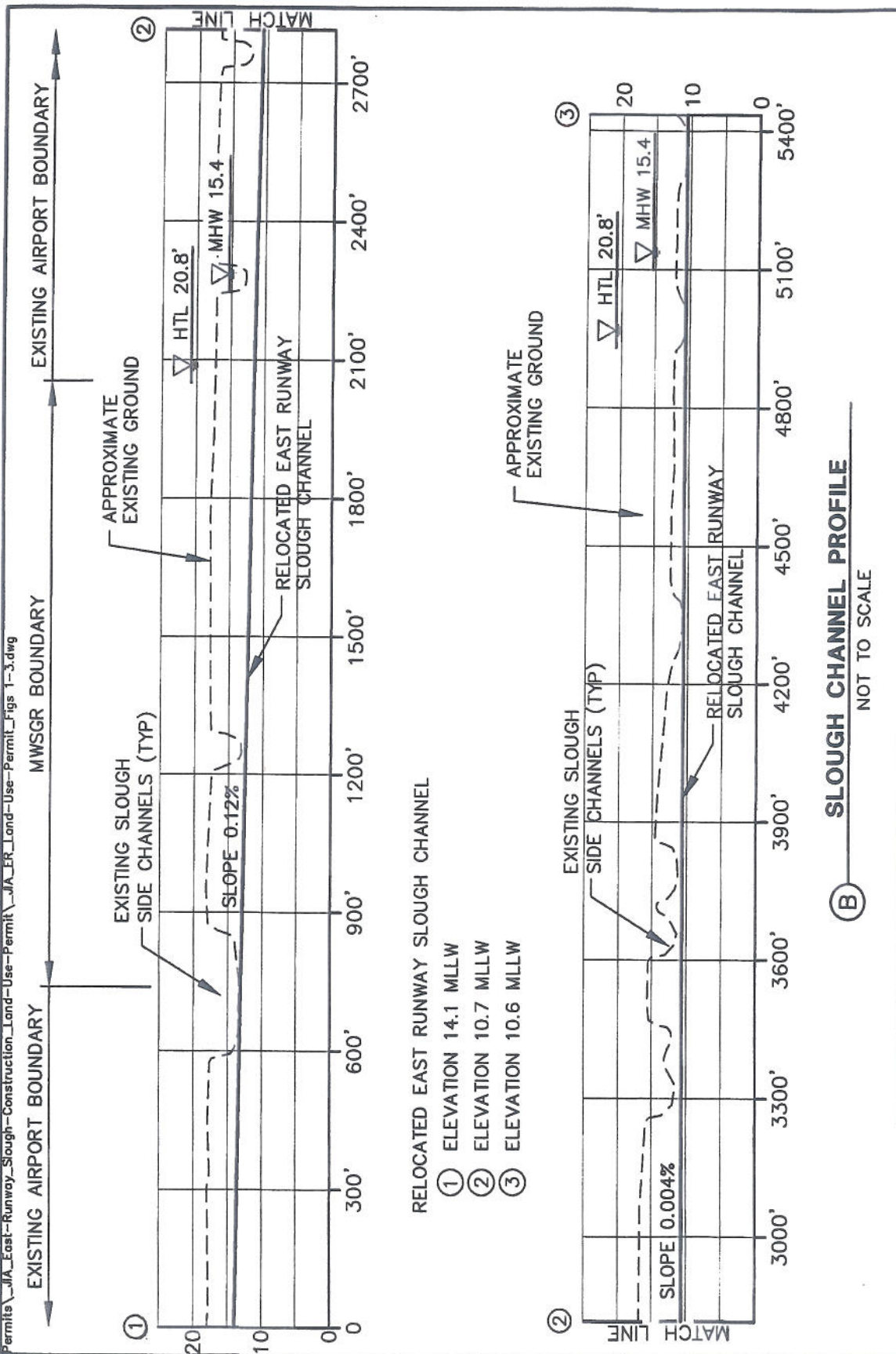


PURPOSE: PROVIDE INCREASED SAFETY AND OPERATIONAL EFFICIENCY AT JUNEAU INTERNATIONAL AIRPORT
DATUM: MEAN LOW LOW WATER (MLLW)
LOCATION: T. 40S, R. 65E, Sec. 36
 T. 40S, R. 66E, Sec. 31, 32
 T. 41S, R. 66E, Sec. 1
 COPPER RIVER MERIDIAN

LAND USE PERMIT, LAS 26603
CROSS SECTION
 APPLICATION BY:
 JUNEAU INTERNATIONAL AIRPORT
 1873 SHELL SIMMONS DRIVE
 SUITE 200
 JUNEAU, ALASKA 99801

EAST RUNWAY SLOUGH
CONSTRUCTION
 IN: GASTINEAU CHANNEL
 AT: JUNEAU, ALASKA
 POA-1981-320-FF, GASTINEAU CHANNEL 341
 FIGURE 3
 DATE: 10/10/07

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<p>PURPOSE: PROVIDE INCREASED SAFETY AND OPERATIONAL EFFICIENCY AT JUNEAU INTERNATIONAL AIRPORT</p> <p>DATUM: MEAN LOW LOW WATER (MLLW)</p> <p>LOCATION: T. 40S, R. 65E, Sec. 36 T. 40S, R. 66E, Sec. 31, 32 T. 41S, R. 66E, Sec. 1 COPPER RIVER MERIDIAN</p>	<p>LAND USE PERMIT, LAS 26603 SLOUGH CHANNEL PROFILE</p> <p>APPLICATION BY: JUNEAU INTERNATIONAL AIRPORT 1873 SHELL SIMMONS DRIVE SUITE 200 JUNEAU, ALASKA 99801</p>	<p>EAST RUNWAY SLOUGH CONSTRUCTION</p> <p>IN: GASTINEAU CHANNEL AT: JUNEAU, ALASKA POA-1981-320-FF, GASTINEAU CHANNEL 341</p> <p>FIGURE 3</p> <p>DATE: 10/10/07</p>
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