

CBJ DOCKS & HARBORS BOARD
OPERATIONS/CIP COMMITTEE MEETING AGENDA
For Thursday, November 14th, 2013

- I. Call to Order** (5:00 pm in the Assembly Chambers)
- II. Roll Call** (Greg Busch, John Bush, Bob Janes, David Logan, Budd Simpson).
- III. Approval of Agenda.**

MOTION: TO APPROVE THE AGENDA AS PRESENTED OR AMENDED.
- IV. Public Participation on Non-Agenda Items.**
(Not to exceed five minutes per person or twenty minutes total time).
- V. Approval of October 24th OPERATIONS/CIP Meetings Minutes.**
- VI. Items for Action.**
 - 1. Access by Alaska Glacier Seafoods to its leased portion of the Auke Bay Loading Facility
Presentation by the Port Director

Committee Questions

Public Discussion

Committee Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING
 - 2. Statter Harbor Fish Credit.
Presentation by the Port Director

Committee Questions

Public Discussion

Committee Discussion/Action

MOTION: TO BE DEVELOPED AT THE MEETING
- VII. Items for Information/Discussion.**
- VIII. Member & Staff Reports.**
- IX. Committee Administrative Matters** - Next Meeting: December 5th, 2013
- X. Adjournment.**

CBJ DOCKS & HARBORS BOARD
OPERATIONS/CIP/PLANNING COMMITTEE MEETING MINUTES
October 24th, 2013

I. Call to Order.

Mr. Simpson called the meeting to order at 5:00 p.m. in the Assembly Chambers.

II. Roll.

The following members were in attendance: Greg Busch, Budd Simpson, David Logan, John Bush, and Robert Janes.

Also in attendance were: Mike Peterson – Board Member, Carl Uchytel – Port Director (via telephone), Dwight Tajon – Harbormaster, and Gary Gillette – Port Engineer.

III. Approval of Agenda.

MOTION By MR. LOGAN: TO APPROVE THE AGENDA AS PRESENTED

The motion passed with unanimous consent.

IV. Public Participation for non-agenda items.

Bill Shattenberg, Juneau, AK

He said he wanted to address concerns about the direction Docks & Harbors has from the Assembly to apply a PLA to the cruise ship dock project. He said he has nine criteria's that would be required to be considered if the PLA would be applicable to the project.

1. Is the project construction very complex?

Answer: The cruise ship dock project is large, but not very complex. There are only a few trades involved. This project is basically pilings, walk ways, and the dock. The bulk of the dock is going to be constructed in Washington and towed to Juneau. It will be exempt from the PLA because it is built at a factory for all practical purposes.

2. Is the project constructed over a long period?

Answer: It is a two year project, but it is shut down due to seasons, and phased as north end and south end. This won't go on for years.

3. Has there been a history of Labor strikes on past projects?

Answer: This has never been an issue with the Harbors.

4. Would there be cost savings or other efficiencies from the project for having a labor agreement?

Answer: With a Labor agreement this would eliminate two of the major contractors in Juneau, Trucano and Anchor Electric. This would be a no.

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5. Is this project operating under a court mandated deadline?

Answer: This would not be applicable.

6. Are there unique features to the project that necessitate the use of an agreement?

Answer: He said he doesn't see any.

7. Does the project present special challenges to the owner?

Answer: This is a fairly straight forward project, nothing special.

8. Does the project require multiple general contractors?

Answer: There will probably only be two or three sub-contractors and one general. This is a \$65 million contract, \$60 million will probably go to the general and \$5 million to the sub-contractors.

9. Could the scope of the project result in conflicts between competing labor unions regarding jurisdiction over the same type of work?

Answer: That does not apply because there is only a pile driver, a plumber, and an electrician.

Mr. Shattenberg said in his opinion when asked to consider the above criteria's for determining a PLA, look at how they apply to the 16B project. PLA's have been in affect over the last 10 years in Juneau and the Harbors has done a lot of projects in the last 10 years and never asked to apply a PLA to anything. The Auke Bay work, the ABLF, and the Harris Harbor. The Juneau building trade could have requested a PLA but they never did. The Harbors marine work has been exempted from a PLA on a non-written idea. Basically because there is very limited labor pool to work on Harbor projects. If a PLA is put on this project, there will be one on the Aurora Harbor project and that would eliminate Trucano Construction and Anchor Electric. Of all the Harbor work, 90% has been completed by Trucano Construction and Anchor Electric. It would be a shame to take Docks & Harbors best assets and keep them out of the bidding process.

Mr. Busch said the PLA has been a direction from the Assembly to the staff and has not been brought to the Board. This is an administrative matter and typically will be handled at the staff level.

Doug Trucano, Juneau, AK

He said he is against the PLA for the same reasons Mr. Shattenberg stated. The big concern is all future projects will become PLA jobs and if that is the case Trucano and Anchor Electric will probably just have to close up and leave. This is a shame because they have no problems with the unions. However, their non-union employees have 37% more money to spend in the community because the union employees money goes into the unions. Mr. Trucano said he has been contacted by three of the

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bidders on this project for service work, but if a PLA is attached his employees will not be able to work on this project. The cost will all be driven up because of having to bring more equipment to town, and find an unloading facility to work with. The last project Trucano Construction worked on was the deck over behind the Tram. There was not a PLA involved and it saved the Harbors \$800,000 on that job between the next contractor's bid who was a union contractor. The value of Trucano Construction and Anchor electric needs to be considered.

V. Approval of Previous Meeting Minutes.

Hearing no objections, the Operations/CIP meeting minutes for September 19th, 2013 are approved as presented.

VI. Items for Action.

1. Net Float Barge

Mr. Uchytel said, Mr. Hobbs the owner of the net float, is looking for an answer from Docks and Harbors on the purchase of the net float because he has other interested buyers. This item was brought to the Committee last month. Mr. Sepel was hired to provide a condition evaluation survey on the float. The survey report did not recommend purchase of the float because of the poor condition, but was suited for its current use. The surveyor was unable to provide an estimate on the remaining useful life in the platform due to not doing an underwater survey and confined space entry. Mr. Uchytel recommended to lease the float from Mr. Hobbs, but not purchase.

Committee Questions

Mr. Busch asked what the alternative to this net barge would be?

Mr. Gillette said Docks & Harbors has some poly pipe floats that were purchased a number of years ago. A 50 x 50 net float could be made from these floats. A cost estimate to deck over would be about \$50,000.

Mr. Janes asked what the lease payment is currently on the net float.

Mr. Uchytel said currently it is no cost.

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Public Discussion

Dennis Watson, Juneau, AK

He said Docks & Harbors should focus on the current projects going on and not spend \$50,000 on a net float that is not used very much. Based upon the use, this should be on a wish list and not a do list.

Committee Discussion/Action

Mr. Busch said he recommended against purchase based on the condition report from Mr. Sepel.

NO MOTION REQUIRED – Committee decided not to move forward with the purchase.

Mr. Peterson asked if Docks & Harbors was required to take the float back to Aldersheim?

Mr. Uchytel said that is correct.

Mr. Peterson asked what the cost was to get the float to its current location?

Mr. Uchytel said approximately \$7,500.

2. Auke Bay Commercial Fishing Moorage Credit

Mr. Tajon said this is a continuation from the last meeting. He investigated further into the fish ticket landings credit. The credit applies to the gillnetters that have stalls downtown and sell fish to Taku Fisheries or Alaska Glacier Seafood. They can have up to 20 days free moorage at Statter Harbor when they present the fish ticket that backs up the sale. Mr. Tajon said he spoke to Alaska Glacier Seafood and Taku Smokeries, and they do have a list of tenders that are picking up the fish from the gillnetters and the fishing fleet. Taku Smokeries is contracted out to Icicle Seafood. Mr. Tajon called Icicle Seafood to find out if the fish taken on by a tender goes to Taku Smokeries or Alaska Glacier Seafood, and the answer was yes and no. Depending where they are in the Lynn Canal decides where the fish goes. The fish tickets given to the gillnetter has the name of the company and the name of the vessel that is pitching their fish, so staff would be able to track down if the fish was brought back to Juneau. This would broaden the credit for the gillnetters selling to the tenders.

Committee Questions

Mr. Simpson asked what action Mr. Tajon wanted from the Committee?

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Mr. Tajon said he believed the gillnetters were looking for an explanation on what constitutes a landing. This may just need a memorandum of explanation to the staff.

Mr. Simpson asked Mr. Tajon if the fish tickets could be tracked to figure out where the fish was sold?

Mr. Tajon said with getting the list of tenders and gillnetters in the beginning of the season from Taku Fisheries and Alaska Glacier Seafood, and communication throughout the season for additional tenders, we could figure out where they are sold.

Mr. Logan asked if a regulation change would be required?

Mr. Uchytel said there should be a way to communicate with staff and a letter to the fishing community with a definition on the interpretation on the regulation and to clarify the policy.

Mr. Janes asked if these were local boats or out of town boats?

Mr. Simpson said the regulation only applies to vessels that have year around downtown moorage.

Mr. Janes said this is getting more complicated than it needs to be. If the boats are paying their year around Harbor fees and they need to come to the north end, why shouldn't they be given the credit. They have already paid their dues. Maybe this should be looked at for all vessels.

Mr. Tajon said what happens when a fishing boat from downtown goes to Auke Bay, and spend one or two nights at Statter Harbor, they are required by ordinance to pay the daily rate. This regulation allows them to stay for 20 days free.

Mr. Bush asked how many boats are receiving the credit now?

Mr. Tajon said he didn't have the exact number, but it is a small number.

Mr. Bush asked what the question is? Is it if the fish pitched to a tender is inside the Juneau boundary?

Mr. Tajon said a complaint was received from a fisherman that was fishing at the north end of Lynn Canal and pitched to a tender. According to the regulation, he was not able to receive the credit because he didn't sell directly to Taku Fisheries or Alaska Glacier Seafood, but the fish from the tender was brought to Juneau.

Mr. Simpson said the point is that Juneau gets the fish tax. So it is no different if they pitch to a tender and the tender comes to a Juneau processor.

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Mr. Busch said the complaint from the fisherman last month was he still wanted to pitch to a tender who didn't sell in Juneau and receive the credit.

Public Comment - None

Committee Discussion/Action

Mr. Logan asked if a motion was required for this item?

Mr. Simpson suggested to ask staff to draft something and bring it back to the next meeting for review.

Mr. Peterson asked what the regulation would do?

Mr. Simpson there is an existing regulation and the Committee is asking staff to provide a memo interpreting and clarifying the regulation.

Mr. Peterson asked if the memo would just clarify what is already on the books?

Mr. Tajon said yes that is correct.

Mr. Peterson said basically the regulation states that if a fisherman sells to Hoonah or a tender sells elsewhere than Juneau, Juneau doesn't get the fish tax, so the fisherman doesn't get the moorage credit. That is very clear. Mr. Peterson said his concern is staff spending their time trying to help fishermen get a credit where they don't have to pay moorage here in Juneau.

Mr. Simpson said that is all accurate how he understands it, but there was a request from a user to interpret the regulation in a different way. It seems like it is useful to state it as it presently exists. If staff would like to change this, staff can make a specific change at a policy level and bring it back to the Committee to be discussed.

Mr. Busch just wanted to clarify that at the next meeting staff would bring a memo describing how the policy is being applied, and the Committee can evaluate at that point.

NO MOTION REQUIRED

3. Department of Homeland Security Grant Award

Mr. Tajon said a grant application was submitted to the Department of Homeland Security through the Portland Merchants Exchange. Docks & Harbors was awarded the FY13 security grant for \$75,000 with a \$25,000 matching for a total of \$100,000. The initial filing cost was \$800.00. The cost for administering the grant is \$3,500 to be paid in 10 monthly payments of \$375.00. This grant will provide security camera's for the

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16B project and upgrade portable radios for staff. Staff has two years to use these funds on the equipment. Mr. Tajon said he recommends the approved grant be forwarded to the Harbor Board and then to the Assembly for approval.

Committee Questions

Mr. Logan asked if the Committee would see the particulars that would be going into this system at some future point?

Mr. Tajon said yes.

Public Comment -None

MOTION BY MR. BUSCH: TO FORWARD TO THE FINANCE COMMITTEE AND ONTO THE BOARD RECOMMENDING APPROVAL AND SUBMISSION OF THE DEPARTMENT OF HOMELAND SECURITY GRANT AWARD IN THE AMOUNT OF \$75,000 WITH \$25,000 MATCHING FROM DOCKS & HARBORS AND THE APPROPRIATE MATCHING ADMINISTRATION FUNDS AND FORWARD TO THE ASSEMBLY FOR FINAL APPROVAL AND ASK FOR UNANIMOUS CONSENT.

Motion passed without objection.

VII. Items for Information/Discussion

1. Aurora Harbor 65% Design Review

Mr. Gillette said staff has been reviewing this design and in the design review, staff has recommended heat trace on the water pedestals and also to look into safety ladders. Mr. Gillette went over different types of safety ladders and said they are still looking into this. The other item that staff is looking at is the electrical pedestals and lighting that is a combined unit. Some of the advantages is that the electrical unit is up off the ground and that makes it easier to plug in vessels and to read meters. They are also out of the way with snow removal and takes up less real estate on the float. These are easier to install and easier for maintenance. The electrical units are still in review and still need to meet the ADA requirements. The Committee will need to decide if the final design should have the combined units. The project is moving forward and staff will meet with PND next week to go over the comments and incorporate staff recommendations into the design.

2. Harbormaster's Monthly Report – Mr. Tajon's report is in the packet.

The North Douglas boarding floats were pulled out on October 17th. There was an isolated feeder line installed that would power up the Alaskan Grandeur. So far, all is working just fine.

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Staff has been working on preparing for winter. Two seasonals stayed on as short term temporary laborers to install bull rails at Statter Harbor.

Mike Peterson asked Mr. Tajon to quantify numerous vessels on #26 of his harbormaster report.

Mr. Tajon said about three.

VIII. Member & Staff Reports

IX. Committee Administrative Matters

Next Operations/CIP/Planning Committee Meeting is scheduled for November 14th, 2013.

X. Adjournment

The Operations/CIP Committee adjourned at 5:59 pm.

SeaFisk Consulting & Management, L.L.C.

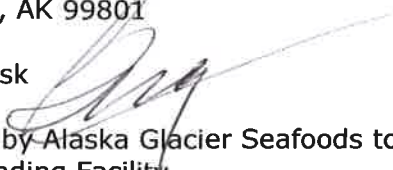
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MEMORANDUM

To: Mr. Carl Uchtyl, Port Director
CBJ Docks & Harbors Department
155 S. Seward St.
Juneau, AK 99801

From: Greg Fisk 

Subject: Access by Alaska Glacier Seafoods to its leased portion of the Auke Bay Loading Facility

Date: August 27, 2013

Dear Mr. Uchtyl,

I am writing in regard to Alaska Glacier Seafoods' lease of a portion of the Auke Bay Loading Facility, and the amendment to that lease which provides access through the ABLF and which ends in October, 2013.

The main lease Section 5: Authorized Use; Fence; Utilities specifies in sub-section (b) that:

"Lessee shall install a fence or other physical barrier between the Leased Premises and the Auke Bay Loading Facility, and Lessee shall not use the Loading Facility to access the Leased Premises. Lessee must obtain approval from the Docks and Harbors Board prior to the installation of the fence or other barrier."

In 2012 AGS applied for and received a one year amendment to the lease to provide for access to its leased premises for the purpose of more efficient movement of container vans of fish. The extension contained a number of specifications and prohibitions. Despite some problems the fundamental purpose of the extension was met. AGS was able to move more product, more efficiently and safely, thereby increasing its seafood production. This, of course, benefits the city economy generally and specifically helps Docks and Harbors through increased Fisheries Business Tax revenues. The lease amendment was subsequently extended by the Board through October, 2013 with the understanding that the Board and AGS would examine options for a longer term solution in the interim.

To that end AGS proposes that the prohibition on access contained in Section 5 (b) be entirely eliminated, and that the language of Section 5 (b) be amended following the format of the previous lease amendments as follows:

(b) The City grants Lessee the right of ingress and egress across the City's Auke Bay Loading Facility for the purpose of allowing easier access to and from the Leased Premises. Lessee may utilize the Auke Bay Loading Facility in order to access the Leased Premises for the purpose of moving materials and product to / from the AGS plant, including staging of container vans, under the following conditions:

(i) Lessee shall install and maintain, at Lessee's expense a fence or other physical barrier between the Leased Premises and the Auke Bay Loading Facility,

which shall incorporate an access opening no greater than 34' in width as depicted in the drawing attached as Exhibit 1 to this Amendment which opening shall incorporate a traffic control device with a locking system shared between the parties.

(ii) AGS owned vehicles may not be left unattended, and AGS employees may not park west of the fence / physical barrier on the Auke Bay Loading Facility property.

(iii) AGS forklifts and other AGS vehicles may also use the access to operate between the AGS property and the ABLF vessel float / boat ramp.

(iv) Under no circumstances shall AGS use of the access through the ABLF property affect or hinder any scheduled marine vessel loading operations at the adjacent CBJ owned launch ramp, and, conversely materials staged at the ABLF for marine vessel loading shall not be placed so as to block AGS access.

(v) Failure to abide by these conditions may result in the revocation of the Lessee's right of ingress and egress.

(vi) It is agreed that all provisions of the underlying lease that refer to the "Leased Premises" shall also refer to this right of ingress and egress, where applicable.

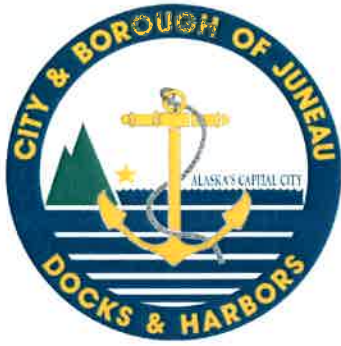
The original restriction on access through the ABLF was unduly restrictive and came about largely because of pressure placed on the Board based on groundless concerns that AGS was somehow getting a highly preferential deal on the underlying lease rate. That is not so. For AGS it was extremely important that the basic lease be accomplished. Their reservations about this restrictive clause were set aside because it was also assumed that access to the leased premises would be adequate via AGS entry from Glacier Highway. In fact that has proven not to be the case.

As noted last year the establishment of a corridor should not diminished the usability of the ABLF area for other CBJ purposes. In fact, some sort of access lane must be maintained anyway for the movement of materials into and out of the area. After all, access to materials, gear, storage vans, or whatever, in the back corner of the ABLF lot is needed in any case. The entire area cannot simply be filled up with material with no access provided. The proposed corridor serves that purpose, while helping AGS. This is a "win /win" situation for the City and AGS.

When the first lease amendment was granted it contained specific prohibition on the use of the access by AGS forklifts or other vehicles servicing vessels moored at the ABLF drive down float. This likewise seems unduly restrictive. AGS, like any other party, has the right to access vessels at the float. Taking a tote of ice to a troller via the highway is perfectly legal, but is both less safe and less convenient than delivering it across the ABLF by forklift. The restriction seems to serve no useful or practical purpose, so AGS requests that it be removed.

Should making the amendment a permanent part of the lease carry an additional cost to AGS? It has been suggested that it improves the value of the lease and should therefore come with a fee. However, other users of the ABLF do not pay for access per se. Vessels using the float pay a moorage fee. Freight operators pay a square footage fee for staging area. Freightier operators pay an annual permit fee to use the ramp. Likewise, AGS already pays long-term for lease of a piece of ABLF property for the purposes of further seafood industry development. It seems self-defeating to restrict access across the ABLF – access that other facility users enjoy – to the portion leased to AGS for development. We would also note that the access prohibition was added after appraisal values for the lease were established, not before. So, lack of access has not been calculated into the lease value.

AGS requests that the Board schedule this matter via its committee and full board process to ensure that the access does not lapse. Thank you for your consideration.



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 Ops/CIP Committee
Date: November 7th, 2013
Re: Fish Tickets & Landings

At the October 24th Ops/CIP meeting, the Committee directed that a letter be drafted for the intended purpose of communicating the Docks & Harbors policy managing the Active Fishing Discount at Statter Harbor (05 CBJAC 20.044).

At issue has been a recommendation from a commercial fisherman to expand how Docks & Harbors manages the Active Fishing Discount. The exact language reads:

05 CBJAC 20.044 Active fishing vessel discount at Statter Harbor.

(a) *Discount.* In lieu of the requirement to pay daily fees for use of Statter Harbor as set out in 05 CBJAC 25.060 and 05 CBJAC 25.070, the owner of a fishing vessel that pays annual fees as set out in 05 CBJAC 20.020 may, for up to twenty days in a calendar year, use Statter Harbor without paying daily fees, provided:

- (1) The owner registers with Statter Harbor Office in advance or upon arrival at Statter Harbor;
- (2) The owner does not owe past due fees to the Docks and Harbors Department;
- (3) The owner provides the Harbormaster with proof of significant fish landings within the City and Borough of Juneau during each calendar month the owner uses Statter Harbor; and
- (4) If the owner has reserved moorage, the owner informs the Docks and Harbors Department of the departure date from and estimated return date to their preferred stall.

(b) *Exclusions.* This section does not relieve an owner from complying with other applicable requirements for use of Statter Harbor such as maximum time limits or the requirement to pay monthly fees during the winter moorage period.

Currently, the Auke Bay Harbor Office requires “fish tickets” demonstrating the product was delivered to a local processor (i.e. Alaska Glacier Seafood, Taku Smokeries). A request has been made to modify our procedures to allow any Juneau commercial fisherman whose “landings” are within “the waters of Juneau” would be eligible for the discount. Stated another way, the request would allow commercial fisherman and tenders the 20 day per calendar year discount for product which is not landed in Juneau processing plants. In 2013, 49 commercial fishing vessels with permanent downtown moorage took advantage of this discount over 594 days. My review of the Assembly and Docks & Harbors Board actions did not provide any addition insight to the intent of this regulation.



Port of Juneau

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

From: Carl Uchytel, Port Director
To: Commercial Fisherman with Permanent Downtown Moorage
Date: November 15th, 2013
Re: ACTIVE FISHING VESSEL DISCOUNT AT STATTER HARBOR

The Docks and Harbors Board was asked to reaffirm the policy and purpose of a regulation pertaining to commercial fishing vessel discount (05 CBJAC 20.044). The question was whether the Auke Bay Harbor Staff was narrowing defining the regulation thus excluding commercial fisherman who sell to tenders which are landed outside the Juneau Borough.

05 CBJAC 20.044 Active fishing vessel discount at Statter Harbor.

(a) *Discount.* In lieu of the requirement to pay daily fees for use of Statter Harbor as set out in 05 CBJAC 25.060 and 05 CBJAC 25.070, the owner of a fishing vessel that pays annual fees as set out in 05 CBJAC 20.020 may, for up to twenty days in a calendar year, use Statter Harbor without paying daily fees, provided:

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- (3) The owner provides the Harbormaster with proof of significant fish landings within the City and Borough of Juneau during each calendar month the owner uses Statter Harbor; and
- (4) If the owner has reserved moorage, the owner informs the Docks and Harbors Department of the departure date from and estimated return date to their preferred stall.

(b) *Exclusions.* This section does not relieve an owner from complying with other applicable requirements for use of Statter Harbor such as maximum time limits or the requirement to pay monthly fees during the winter moorage period.

The Board has interpreted “significant fish landings” as fish product which is landed at Juneau fish processing plants and subject to Shared Fisheries Business Tax and Fishery Resource Landing Tax. Thus commercial fisherman and tenders who deliver to processing plants outside of the Juneau Borough would not be eligible for this discount. This has been the customary interpretation by the Auke Bay Harbor staff.