

CBJ DOCKS AND HARBORS BOARD
REGULAR MEETING AGENDA
For Thursday, November 20th, 2014

- I. Call to Order** (5:30 p.m. at the CBJ Assembly Chambers.)
- II. Roll** (John Bush, Tom Donek, Bob Janes, David Logan, Mike Peterson, Budd Simpson, Scott Spickler, David Summers, and Greg Busch).

III. Approval of Agenda

MOTION: TO APPROVE THE AGENDA AS PRESENTED.

IV. Approval of October 30th, 2014 Regular Board Meeting Minutes & November 7th, 2014 Special Sub-Committee Meeting Minutes (Mt Roberts Tram Lease Negotiations)

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

VI. Consent Agenda - NONE

- A. Public Requests for consent Agenda Changes
- B. Board Members Requests for Consent Agenda Changes
- C. Items for Action

VII. Unfinished Business

1. Mt Roberts Tramway Lease Amendment
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE THE PROPOSED MT ROBERTS TRAMWAY LEASE AMENDMENT AND SUBMIT TO CBJ ASSEMBLY LANDS COMMITTEE FOR ACTION.

VIII. New Business

1. 2016 CIP List
Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

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MOTION: TO APPROVE THE PROPOSED 2016-2021 CIP LIST AND SUBMIT TO CBJ ENGINEERING.

2. Auke Bay Loading Facility Conditional Use Permit
Presentation by the Port Engineer

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE SUBMISSION OF A MODIFIED CONDITIONAL USE PERMIT FOR THE AUKE BAY LOADING FACILITY.

3. Docks & Harbors CY 2015 Calendar
Presentation by the Port Director

Board Questions

Public Comment

Board Discussion/Action

MOTION: TO APPROVE THE CALENDAR YEAR 2015 BOARD AND COMMITTEE MEETING DATES.

IX. Items for Information/Discussion

1. Scheduling of Comprehensive Fee Review Meeting Times
Presentation by the Port Director

X. Committee and Member Reports

1. Operations/Planning Committee Meeting – November 13th, 2014
2. Harbor Fee Review Committee Meeting- November 13th, 2014
3. Finance Committee Meeting – November 18th, 2014
4. Docks Fee Review Committee Meeting- November 18th, 2014
5. Member Reports

XI. Port Engineer's Report

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XII. Harbormaster's Report

XIII. Port Director's Report

XIV. Assembly Liaison Report

XV. Board Administrative Matters

- a. Planning Commission/Auke Bay Steering Committee Meeting – December 3rd, 2014
- b. Operations/Planning Committee Meeting – December 4th, 2014
- c. ~~Harbor Fee Review Meeting – December 4th, 2014 – CANCELLED~~
- d. Finance Committee Meeting – December 9th, 2014
- e. Docks Fee Review Meeting – December 9th, 2014
- f. Board Meeting – December 11th, 2014

XVI. Adjournment

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I. Call to Order.

Mr. Logan called the Regular Board Meeting to order at 5:33 p.m. in the CBJ Assembly Chambers

II. Roll Call.

The following members were present: Tom Donek, Bob Janes, Mike Peterson, Budd Simpson, Scott Spickler, David Summers, and David Logan.

Absent: John Bush and Greg Busch

Also present were the following: Carl Uchytel – Port Director, David Borg-Harbor Master, Gary Gillette – Port Engineer, Amy Mead – CBJ Municipal Attorney, and Jerry Nankervis – Assembly Liaison.

III. Approval of Agenda.

Mr. Uchytel requested to move #3 Salmon Creek Development lease agreement on the Consent Agenda to Unfinished Business #1.

MOTION By MR. DONEK: TO APPROVE THE AGENDA AS AMENDED AND ASK FOR UNANIMOUS CONSENT.

Motion was approved with no objection.

IV. Approval of Previous Meeting Minutes.

Hearing no objection, the September 25th, 2014 Regular Board Meeting Minutes were approved as presented.

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 – none

1. STATTER HARBOR FUNDS TRANSFER

Recommendation: That the Assembly adopt an appropriation ordinance to transfer \$800,000 from the Harbors fund balance to the Statter Harbor CIP account.

2. CATHODIC PROTECTION FUNDS TRANSFER

Recommendation: That the Assembly adopt an appropriation ordinance to transfer \$500,000 from the Docks fund balance to the Cruise Ship Berth Enhancement CIP account.

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MOTION By MR. DONEK: TO APPROVE THE CONSENT AGENDA #1 and #2 AS PRESENTED AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

VII. Unfinished Business

1. SALMON CREEK DEVELOPMENT LEASE APPRAISAL

Mr. Uchytel said he presented the Salmon Creek Development Appraisal to the Finance Committee on Tuesday. Only the first 10 pages of the document was presented to the public. In the appraisal it was listed on page two recommending the rent at \$12,500 for the 1.83 acre lease. The Finance Committee accepted that rate and forwarded that to the Board for approval. Based on the direction from the Finance Committee, Mr. Uchytel said he was doing research and discovered that page two in the appraisal from Horan & Company had an error. The actual recommended lease rent is \$11,957.25, \$.15 per sq/ft, which is what they currently pay. Staff is modifying what the Finance Committee agreed to, but we are asking the Board to approve a lesser amount. The question the Finance Committee had was what the comparable properties were, and also what the fee simple value of this lease was? The comparable properties are attached in this packet. Mr. Uchytel said he spoke with Mr. Horan and he said typically tideland leases do not have fee simple value. Based on a possessory interest value, however as stated in the Appraisal, the possessory interest in the land is \$155,500. With tideland properties they work with comparable with other like properties. In this case, the valuation and professional opinion of the appraiser, indicated there should be no change from the 2009 appraisal. The Board can either accept the appraisal with the corrected recommended rent rate or he could get another appraisal.

Board Questions

Mr. Peterson asked when would the next appraisal be completed?

Mr. Uchytel said it should be every five years. This was originally a state lease that was transferred to CBJ in 2001. This was a 35 year lease with the state with no increase for the first 25 years and appraisal every 10 years after that. Now this lease has expired, a new lease with CBJ needs to be crafted in accordance with CBJ ordinances with lease review every five years.

Mr. Logan asked what Mr. Uchytel recommended?

Mr. Uchytel said he recommends to accept the lease rent at \$11,957.25 annually and move forward with drafting a new lease, which will come back to this Board for final approval.

Public Comment

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Dennis Watson, Juneau, AK - He said with this rent being based on comparables, next review time, the same comparables will be used so this will never go up. How does that work? He does not feel that some of these leases are current with lease values.

Board Discussion/Action

Mr. Logan said he has the same concern as Mr. Watson. He would like to break the cycle. He would like to figure out an alternative instead of just simply repeating the review with the same comparables. This will just continue in a large circle with a never ending coming back at the same point. He would like to figure out how to assess the true market value.

Mr. Uchytel said the process based on CBJ appraisal is that you have a certified appraiser do the work and he does not believe it is within the Board authority to say they don't like a recommended rent rate and try to come up with another number. It is the Appraiser's work that sets these rates. The Appraiser looks at all different market forces, tourism, and economic development in Juneau. The task for the appraiser is to find the fair market value in the community.

MOTION By MR. SPICKLER: TO APPROVE THE SALMON CREEK DEVELOPMENT LEASE APPRAISAL WHICH SETS THE ANNUAL LEASE RENT AT \$11,957.25 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

2. Extension of Juneau Port Development lease

Mr. Uchytel said the Juneau Port Development lease expires today. There are several requirements in the lease that are very important aspects of the lease and he went on to read on Page 5, (4)(a)& (b):

4. Lease payments and adjustments –

(a) Lessee agrees to pay City annual lease payments for the leased premises. A qualified appraiser shall establish the lease payments and the appraisal shall consider the value of comparable lands in the same or similar areas. When establishing the lease payments, the appraisal shall not include the value of the improvements made by lessee pursuant to this lease. The appraisal shall also take into consideration encumbrances that existed upon the Leased Premises on the effective date of the Lease, such as mineral claims, environmental contamination, and access issues. The appraiser shall not value areas of the Leased Premises that are not developable or that are made available for public use under this Lease, such as waterfront parks and seawalks. Lessee agrees to pay for all appraisal costs required to establish the annual lease payment under this subsection.

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(b) Lessee shall submit the initial appraisal to City before the harbor facility to be constructed by lessee on the Leased Premises is opened for occupancy. The first annual lease payment will be due to the City one year after the date the Harbor facility is open for occupancy. The first Lease payment will be calculated to include retroactive annual lease payments beginning with the effective date of this Lease through one year after the date the harbor facility is opened for occupancy. Subsequent annual Lease payments shall be due at the end of the calendar year (December 31) following the year the first annual lease payment is due. City agrees to offset the lease payments under this section with credits that are approved under Appendix B, Section 3 (23) of this lease.

Page 6, (5)(a),(b),(c),& (d).

5. Authorized use of leased premises –

(a)The lease agrees to use the Leased Premises to plan, design, engineer, permit, finance, construct, sub-lease, and operate a full-scale harbor marina complex, together with uplands commercial marine-related facilities, a public park, and all of the related amenities necessary for the operation of these facilities and improvements.

(b) Lessee shall be responsible for obtaining all necessary permits and approvals that may be necessary for Lessee’s development of the Leased Premises.

(c) Lessee agrees to obtain and have in place the permits and approvals necessary to start construction of the harbor facilities and amenities listed in subsection (a) of this Section 5 within 36 months after the effective date of this lease. The site plan, conceptual design, cost estimates, and construction plan and schedule for the development of the Leased Premises will be presented to the Port Director and the City Docks & Harbors Board for review and approval prior to the commencement of any construction, unless otherwise agreed in writing by the parties. If Lessee does not have the permits in place within 36 months after the effective date of this Lease, the Lease shall terminate; provided, Lessee may request in writing to the Port Director that City extend the 36-month planning and permitting period if Lessee makes a showing satisfactory to City that it has pursued the planning and permitting for its development of the harbor facilities on the Leased Premises with all due diligence and cannot meet this 36-month deadline for reasons beyond its control. Any extension to this 36-month period must be approved in writing by the Port Director.

(d) Lessee agrees to complete construction and commence operation of the harbor facilities and amenities within 48 months after Lessee has been issued all the permits and approvals necessary to start construction. If Lessee does

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not complete construction and commence operation within this 48 month period, the Lease shall terminate; provided, Lessee may request in writing to the Port Director that city extend this 48-month period if Lessee makes a showing satisfactory to City that it will complete construction and commence operation of the harbor facilities and amenities with all due diligence and cannot meet this 48-month deadline for reasons beyond its control. The time period of any such extension shall be decided by the docks and Harbors Board; any extension must be in writing by City.

Mr. Uchytal said this lease was signed in 2007 and has been extended for two years twice. This is a seven year process with the expectation of having a Harbor built this year (2014).

Mr. Uchytal said the other issue with this lease has been mineral rights on Page 11. The CBJ attorney has concluded that the mineral rights and the lease are two separate entities and we don't need to address any concern about valid and existing mining claims.

Mr. Uchytal talked about options for the Board to consider. He read on page 13, (6)(A),(B),(C), & (D).

(6) Cancellation and Forfeiture

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

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

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

Mr. Uchytal said this means that if the Board elects to do this, Juneau Port Development will be issued a letter giving them 30 days to comply with the terms of the lease, or it will be terminated.

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

Mr. Uchytal said if the Board believes Juneau Port Development has not made substantial use of the land, the Assembly will have final approval for forfeiture under that clause.

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Mr. Uchytel asked what the Board want to do with the lease that is expiring today? Extend it, cancel it, or find other opportunities to make this work? Mr. Uchytel said he was also directed from the Finance Committee to research the status of pending permits to build a Harbor facility. The US Army Corps of Engineers General Permit is the only permit on file for Juneau Port Development. If that mined material is used for the beneficial purpose of creating uplands, in this case for a marina, the discharge would then be an activity regulated by Section 404 of the Clean Water Act, which has not been applied for. According to Section Manager, Storm Water & Wetlands Wastewater Discharge Authorization Program Division of Water, Alaska Department of Environmental Conservation:

- Sampling of the dredge material prior to placing in an uplands location is required. This will determine if a solid waste permit or contaminated sites authorization, or if the material can be of beneficial reuse.
- Assuming the dredge material is clean, other permitting would depend on the area of land disturbance in the upland location subject to erosion. If the land disturbance is greater than an acre, then an additional authorization under the Construction General Permit (CGP, AKR100000) and a storm water pollution prevention plan (SWPPP) would be required. The placement of the dredged material in the upland location is independent of the mining operation. If the dredge material is not clean, then further coordination with the ADEC Solid Waste and Contaminated Sites programs would be required.
- According to the CBJ Community Development Director, action for the project to receive a Conditional Use Permit is predicated on City Engineering approving a grading permit.
- According to CBJ Engineering, AMEX Mining submitted Grading Permit BLD20140397 which was returned to Mr. Howard Lockwood on July 15, 2014 and again on August 8th, 2014 stating in its review “ The application as presented is incomplete and does not meet the requirements of Title 19.12 Grading and Drainage”.

Mr. Uchytel said answering the question from Tuesday, there are several permits that are still outstanding that Juneau Port Development will still be required to obtain prior to conducting a dredge and fill operation in pursuit of building a harbor facility.

Board Questions-

Mr. Janes asked what the yearly lease amount is paid to Docks & Harbors?

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Mr. Uchtyl said zero lease rent on this property until one year after the harbor is constructed based on an appraised value of the unimproved tideland. It would be roughly \$.15 per sq/ft.

Mr. Peterson asked if this property was ever surveyed?

Mr. Uchtyl said no.

Mr. Peterson asked if it was in the terms of the lease to be Juneau Port Developments responsibility to provide a survey?

Mr. Uchtyl said yes. He said Mr. Lockwood thinks he has provided a sufficient survey, but there is not a survey plat of the property. Mr. Uchtyl read the part of the lease for this requirement on page 4, 1(c).

1. Description of Property

(c) Lessee agrees to provide City with a survey plat showing the exact boundaries and a legal description of the Leased Premises, including all recorded easements within the Leased Premises, and all easements identified by City as needed by City for its operations and activities at the Juneau Wastewater Treatment Plant. Lessee will provide this survey plat and legal description to City no later than 24 months after the effective date of this Lease. The survey plat shall also show the boundaries and area of lessee's proposed development and public use areas. Upon acceptance of the survey plat and legal description by City as satisfactory, this survey plat and legal description shall replace the survey contained in Exhibit A to this lease; a Revised Exhibit A with the new survey plat and legal description of the Leased Premises shall be attached to this Lease and this Lease shall be amended accordingly.

Mr. Uchtyl said we do not have this survey map with the legal description of the lease premises.

Public Comment

Howard Lockwood, Juneau, AK – He said he is the manager of Juneau Port Development and the owner of AMEX Mining. He said this has been a long process to get to this stage of the lease and it would be a shame to cancel the lease now. He said the property was surveyed in 1925 and again when the City took the municipal grant for ATS 556A. This survey is recorded and on record at the Docks & Harbors office. He went on to describe the project in a power point presentation.

Mr. Logan stopped Mr. Lockwood and said that the Board is aware of the project and in support of it, but specifically the Board needs to know if you have met the conditions of the lease, and whether you have the necessary permits to move forward?

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Mr. Lockwood went on and described the project. He said he has a general purpose dredge permit issued in 2012 that is good until 2017. This permit allows for dredging using a floating dredge device and in order to qualify for this, you need to be producing gold and silver. This is the only permit that will allow work to be done in the very beginning, and this is the permit that he will dredge with. He said none of the waste will go on City property but on submerged and tidelands and not uplands. It would be impossible to take the waste and put it on uplands property because it is not allowed. The first phase cleans the beach and dredges and fills the beach to plus 22. He said Mr. Trucano will work on the area and get it ready for dredge and fill. He said all of this work will be done at no cost to the City and no cost to Docks & Harbors. The mining interests will pay for all of it. If Juneau Port Development does not go ahead with the harbor, AMEX Mining would do the first fill and pay the cost of that, then we would pay the cost of engineering a containment wall and create a fill to plus 27 to utilize that area for an access. That would be under AMEX Mining control until they decided to vacate the mineral reservation and mining claims. At that point, when those two things are vacated, it reverts back to the City. Until they are vacated, it stays under the control of the mining interests. He went over the schedule for the project, and went on to describe the rest of the project.

Board Discussion/Action

Mr. Janes asked if the way the snow dump went in if there is liability to the City from the investors for this project?

Mr. Lockwood said yes. The snow dump was placed against notice from the mineral interest. They violated the access to the mineral assets belonging to the State of Alaska. The snow dump was also placed without a conditional use permit. If there was a conditional use permit, all of this would have been taken care of years ago.

Mr. Logan asked Mr. Uchytel if Mr. Lockwood met the conditions of the lease?

Mr. Uchytel said no, there has not been due diligence in securing the permits needed to build the harbor.

Mr. Logan asked Mr. Lockwood if he feels he has met the conditions of the lease?

Mr. Lockwood said he has spent 14 years trying to get this project to work and has faced every problem. He has been working on an area that is unusable in any manner and has turned it into an asset for the City. This is a very complicated project and has been all done privately with no cost to

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the City or tax payers. This project is ready to go depending on the Boards decision.

Mr. Logan asked Mr. Lockwood again if he feels he has met the conditions of the lease?

Mr. Lockwood said yes he does.

Mr. Logan asked Ms. Mead if Mr. Lockwood has met the conditions of the lease?

Ms. Mead, who is the CBJ Municipal Attorney, said she does not know the status on the required permits or where Mr. Lockwood is in that process. If Mr. Lockwood does not have the development permits in place to move forward, than that would be a failure to meet the conditions of the lease.

Mr. Simpson asked if there was anything in CBJ Code that would prevent this Board from issuing a new lease or a license if the existing lease were to end or be terminated according to its terms.

Ms. Mead said no. Normally in the leases there is a renewal preference that this could fall under and it could be noted that the current lease terms were not meeting the situation and then work out a new process.

Mr. Simpson asked Mr. Uchtyl if he has been approached by other interested parties wanting to lease this property?

Mr. Uchtyl said he was approached by a fuel company to install a fuel dock at the little rock dump. His recommendation to this company was to contact Mr. Lockwood to see if they could work out a deal. There was also interest about four years ago before the first extension to develop a zipline type attraction from the top of Mt. Robert Tram to the Little Rock Dump. There is a possibility that if it was advertised, there could be more.

Mr. Logan said he knows there is more interest in that area.

Public Comment – None

Board Discussion/Action

Mr. Peterson said this Board has every right and reason to terminate this lease. The Board hears the Port Director say there is no survey on record, but Mr. Lockwood says there is. This is a set up for conflict. It is difficult to come up with a fixed fee for Mr. Lockwood to pay on a property that hasn't been surveyed. Mr. Peterson said that Mr. Lockwood talks about no cost to the City and no cost to the Board, however he would suggest there has been enormous cost to the City in terms of staff time given to this project. With

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that all being said, he said he is still not prepared to terminate this lease. He is in support of extending this lease two more years.

Mr. Janes said there are a lot of reasons to say no, but there are also reasons to say yes. He is in support of extending the lease for two years, but recommended to set bench marks that he will have to meet.

Mr. Donek recommended to extend the lease also, but to set guidelines.

Mr. Logan said he is against extending the lease and thinks it should be terminated. He would like to see a new lease drawn up with tighter requirements and a year timeframe.

Mr. Simpson said he was the one that brought up creating a new lease, but according to Ms. Mead that starts the process over and it sounds like we don't have to do that to get what we need which is more clarity and additional terms all of which could be conditions of the extension. The Board could direct the Port Director to give more clarity on what is needed and a shorter term extension with bench marks.

Mr. Summers asked if the lease could be extended and add more terms.

Ms. Mead said the lease terminates today so there needs to be an action item today. One way to proceed would be to extend the lease for 30 or 60 days to allow for an amendment entered into and agreed to by Mr. Lockwood. The amendment could change the lease in anyway the Board deemed necessary to allow both goals to be accomplished.

Mr. Donek asked if there is an extension, would there also need to have stipulations if he just wants to see the process that is spelled out in the original lease followed. Does that require an amendment or just a letter from the Port Director?

Ms. Mead said if there are terms to change in the lease, than that would require an amendment. If you are just extending the lease and spelling out the permits Mr. Lockwood has to provide in the next two years, that can be done in a letter from the Port Director.

Mr. Lockwood said the two year extension, and having Mr. Uchytel spell out the permits he wants should give him enough time to push this project forward.

Mr. Logan recommended extending the lease 18 months to miss the holiday season.

There was more discussion on the how long to extend the lease.

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Mr. Donek said the requirements are already in the current lease. He recommended to just extend the lease and have Mr. Lockwood come back at the end of the extension and report his progress.

Mr. Logan asked Mr. Uchytel his recommendation for the extension time?

Ms. Mead said anything put in the letter will come back to the Board at the end of the extension for the Board's final decision. The extension can be any time frame the Board decides.

Mr. Uchytel said he will do what the Board wants him to do, but essentially the Board is directing him to be the project manager for Juneau Port Development and hold Mr. Lockwood accountable for getting the permits in place and he has not been successful with that for the last three years. This is basically the same as telling a staff member what he needs to do.

MOTION By MR. PETERSON: TO EXTEND THE LEASE FOR ONE YEAR AND CALL THE QUESTION.

Mr. Logan wanted to clarify that it is only an extension and no other stipulations.

Mr. Peterson said that is correct. It is all spelled out in the current lease what permits he needs. Mr. Lockwood can come back in a year and report on his progress.

Motion passed for a one year extension by majority vote.

Mr. Donek said Mr. Uchytel should write the one year's extension and have nothing more to do with the lease for the entire year.

VIII. New Business

1. Statter Harbor Bid Award

Mr. Gillette said in the packet is the posting notice for bids for the Statter Harbor two lane launch ramp and associated parking. There were three bidders with the apparent low bidder being Miller Construction with the bid of \$11,212,800. Mr. Gillette said he recommends this is forwarded to the Assembly for the low bid approval.

Mr. Logan said this was heard at the Finance Committee meeting and the Committee recommended to approve that bid.

Board Questions –

Mr. Simpson asked why the Special meeting was cancelled that was scheduled specifically to approve this bid if the Board is requested to approve this now.

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Mr. Uchytel said because of insufficient funds, staff wanted to make sure there was no way to cut back on the project before bringing it to the Board. Upon review with staff and PND, there is nothing that can be removed from the project because of the requirements set forth from the Planning Commission for vegetative cover, bump outs and stairwells leading to the tidelands to decrease the cost of this project. Moving forward, staff is asking the Board to approve this bid.

Public Comment – None

Board Discussion/Action

MOTION By MR. DONEK : TO RECOMMEND THE ASSEMBLY APPROVE THE BID AWARD FOR STATTER HARBOR LAUNCH RAMP TO MILLER CONSTRUCTION IN THE AMOUNT OF \$11,212,800 AND ASK UNANIMOUS CONSENT.

Motion passed with no objection

-----BREAK-----

Mr. Simpson left the meeting.

IX. Items for Information/Discussion

1. Electrical Boat Charging Facility Requirements at Statter Harbor

Bob Varnes, Juneau, AK, Robert.varnes@acsalaska.net – The request tonight is for the Harbor Board to consider designating a charging area for the use of commercial electric vessels to recharge in Auke Bay. Eventually he would like charging areas at Aurora and/or Douglas Harbor also. Charging stations are not required, but a modified reconfiguration of the existing plugs would be. TREC is going to be bringing a small fleet to Juneau that will use electricity for fuel. The first vessel estimated time of arrival to Juneau is spring of 2015. Mr. Varnes said his company will consider reasonable expense reimbursement for the power reconfigurations and would probably pick up that expense. The electricity requirements are one 120V/30A receptacle and two standard 240V/50A receptacles. He said his Company's mission is to provided unique and sustainable customer experience by combining innovation, technology and renewable resources. He said he commissioned the design of an eco marine and sea mammal friendly vessel to quietly operate with minimal wake and zero carbon emissions. The design is complete and they are getting closer to construction. We are also documenting the data to inform commercial and recreational operators of the efficiency, fiscal benefits, environmental benefits of electric power, as well as demonstrate the consumer demand for such alternatives. We want to work to develop research, retail, and

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consulting opportunities. We are hoping the data will promote the clean energy alternatives for recreational and commercial marine applications, reduce carbon emissions, and operator expense. We also want to educate others from what we have learned. At 70% down in charge, the vessel would take eight to ten hours to charge. The vessel to be constructed is 50' with an 18' beam with 144V motors. This vessel will run eight hours at 7.5 knots and still have a 30% power reserve. Capacity will be 47 passengers and three crew members. The vessel will have wind generators and also solar panels. He showed a picture of the vessel and described the different areas on the boat. There will be approximately a 75% cost savings for run time with this vessel compared to fueled vessels. Construction should start in January and finished in the first week in April. Sea trial should start in April and the vessel should be in Juneau May of 2015. The following winter we would start on the next vessel with the expectations to have a total of four.

Mr. Uchytal said the issue before the Board is, what is the precedence for a slip at Statter Harbor that would only be used by a certain class of vessel?

Mr. Logan asked if this would actually be four slips because there would be zero chance of rafting out with this type of vessel?

Mr. Varnes said the boats don't necessarily need a charging station like a car, but they do need available power. When the vessel comes in after 8 hours, there will still be a 30% reserve. He said he is looking for an area to designate for this vessel, and TREC would pay to reconfigure the power to accommodate the vessel.

Mr. Logan said he is concerned about designating a single use slip in Auke Bay because that harbor is already beyond capacity.

Mr. Janes commented that the vessel charging areas should be looked into more to add to the different harbors to promote the electric use.

Mr. Peterson asked if new wiring would need to be run to support this?

Mr. Uchytal said new feeders and new transformer.

Mr. Peterson asked if the preference would be closer to shore?

Mr. Vanes said that would be the preference.

Mr. Peterson asked is there a space close to shore that could be designated solely for this purpose?

Mr. Uchytal said there could be a spot in the horse shoe area. This is where the feeder runs currently. The thought is it would be a boat charging station and not specifically for Bob Varnes. Mr. Uchytal said TREC can't pay

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REGULAR BOARD MEETING MINUTES
For Thursday, October 30th, 2014

for this and gift it to the City according to the CBJ attorney. There would have to be some other arrangement. Docks & Harbors installs it and charges an amount to be able to recapitalize after a few years.

Mr. Spickler asked if Mr. Varnes needed to start in Auke Bay?

Mr. Varnes said Auke Bay had the highest margins, with downtown his second choice. He said he would accept downtown before it was off the table.

Mr. Spickler asked if any private business have been contacted for this charging area.

Mr. Varnes said he has not.

Mr. Logan suggested to take this to the next Ops/CIP meeting and the Harbor Fee review meeting to see what fees to charge for recapitalization.

X. Committee and Board Member Reports

1. OPS/Planning Committee Meeting – Cancelled

2. Finance Committee Meeting – October 28th, 2014

Mr. Spickler reported everything discussed at the Finance Meeting was discussed here tonight. Also, Mr. Peterson and Mr. Uchtyl have had ongoing dialog with Goldbelt on the Mt. Roberts Tram lease and will report back in a month.

3. Harbor Fee Review Committee Meeting – September 30th, 2014

Mr. Donek reported the Committee discussed the Passenger-for-hire fees. There was no decision on a fee change at this time.

4. Port Fee Review Committee Meeting –

Mr. Logan reported the Committee discussed the vendor booth fees and talked about a different system, but there was nothing decided. There was general consensus that modification of the system is warranted.

5. Member Reports –

Mr. Peterson reported the Lands Committee meeting scheduled for October 27th was cancelled and he is unsure of the next scheduled meeting time.

Mr. Logan reported there will be a couple of Auke Bay Steering Committee meetings while he is out of town and was wanting to know if someone could attend to represent Docks & Harbors?

XI. Port Engineers Report – Mr. Gillette said his report is in the packet. He also showed slides showing the progress in Aurora Harbor and slides on the Cruise Berth Project floats being constructed by Manson Construction.

Mr. Peterson asked what is the Archipelago's property improvements project awaiting Board direction listed on the back page of his report?

CBJ Docks and Harbors Board
REGULAR BOARD MEETING MINUTES
For Thursday, October 30th, 2014

Mr. Gillette said this area could be used for connecting the seawalk, amenities, and a potential restroom location.

Mr. Logan suggested to move this to the OPS/CIP meeting.

XII. Harbormaster's Report -Mr. Borg reported four impounds have been processed with an auction scheduled for November 19th.

He said he issued a letter yesterday to a derelict vessel in Douglas and the owner will have ten days to remove it.

He said the walk down ramp covering at Statter Harbor was installed unsatisfactorily. He is working on getting this fixed.

Norway Point is completed and operational.

Secon will redo the asphalt at North Douglas launch ramp tomorrow. The first product applied was not to staff's satisfaction.

Harris grid waterline and the sealift have both been winterized.

He said he is working on the Code of Conduct and will have a draft for the next OPS/CIP meeting.

Sara Boyd was hired as the new Administrative Assistant I at Aurora Harbor.

Mr. Janes asked if there was any research for alternative speed bumps at Statter Harbor.

Mr. Borg said the speed bumps from Statter will be placed in the Harris parking lot and alternative speed bumps will be looked at for Statter Harbor.

XIII. Port Director's Report - Mr. Uchtyl said he has drafted letters to adjacent property owners in the Auke Bay area asking to consider entering into a license or lease agreement to offset the loss of the Horton lot parking for the next 18 months.

XIV. Board Administrative Matters

a. Operations/Planning Committee Meeting – Next meeting is November 13th, 2014 in the Assembly Chambers at 5:00 p.m.

b. Finance Committee Meeting – Next meeting is November 18th, 2014 in CBJ Room 224 at 5:00 p.m.

Mr. Peterson said he will need to phone in on the November 18th and December 9th meetings.

c. Board Meeting – Next meeting is November 20th, 2014 in the Assembly Chambers at 5:30 p.m.

Mr. Peterson said he will miss the November 20th meeting, but will phone into the December 11th meeting.

XV. Adjournment - The regular Board Meeting adjourned at 7:39 p.m.

CBJ DOCKS & HARBORS BOARD
SUB-COMMITTEE MEETING MINUTES
Friday, November 7th, 2014

I. Call to Order.

Mike Peterson called the meeting to order at 12:30 pm in CBJ Room 224.

II. Roll.

The following members were in attendance: Tom Donek, Mike Peterson, and Scott Spickler.

Also in attendance were: Carl Uchytel - Port Director, and Amy Mead - CBJ Law.

III. Approval of Agenda.

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

The motion passed without objection.

IV. Public Participation on Non-Agenda Items - None

V. Items for Action.

1. Mt. Roberts Tram Update

Mr. Uchytel said this Sub-Committee was established almost a year ago. He said himself and Mr. Peterson have met with Goldbelt approximately 20 times to resolve several issues in an outstanding lease. There was a compromise met on several points in the lease with Goldbelt and he said he worked with CBJ Law and came up with a draft lease amendment as well as a settlement agreement. Goldbelt has been given a copy of the draft lease amendment and settlement agreement. This will go to the Finance Committee and then on to the Regular Board for approval. The Lease amendment and settlement agreement will then go through the CBJ Law Department, to the Lands Committee, and to the Assembly for final approval.

Mr. Bob Loiselle (Goldbelt Representative) said he appreciated the efforts of the sub-committee and the spirit of which an agreement has been met.

Mr. Derek Duncan (Goldbelt Representative) said this process has been going on for the last three years and have met with the sub-committee many times in the last year. He said Goldbelt and Docks & Harbors are in agreement on key terms. He said he looked through the settlement agreement and amendment and he noticed in the settlement agreement it amends the adjustment period from three to five years, but in the amendment, the adjustment period is not listed to be changed from three to five years. There will need to be more work making sure all the changes are made.

Mr. Peterson asked Mr. Duncan when he and Mr. Loiselle would be available to meet and work out the final details of the lease, or could this be worked out in an e-mail?

Mr. Loiselle said he didn't see a need to meet again, but this would just be making sure all the language is consistent.

Mr. Duncan said he couldn't hear what Mr. Loiselle said but he would be back in the office the week of November 17th.

**CBJ DOCKS & HARBORS BOARD
SUB-COMMITTEE MEETING MINUTES**

Friday, November 7th, 2014

Mr. Peterson asked Ms. Mead if CBJ Law would have any concerns or issues with the amendment to the Mt. Robert Lease amendment, or settlement agreement?

Ms. Mead said she has not talked to the attorney who drafted this amendment and settlement agreement at this time, and she is not sure what the settlement agreement is for. She said using a settlement agreement is an unusual process. Because this lease amendment would be amending an ordinance, the process moving forward would be to go to the Lands Committee and then the Assembly for final approval.

Mr. Peterson asked Ms. Mead if she would have time to review the settlement agreement?

Ms. Mead said she hasn't spoken with the attorney that has been assisting with this matter, but there are provisions in the settlement agreement that CBJ doesn't normally recommend. She said a settlement agreement is not necessarily needed because everything should all be in the amendment which is a contractual agreement.

Mr. Peterson asked Ms. Mead if she could look at the settlement agreement before the Finance Committee meeting on November 18th so that any concerns could be addressed before the meeting.

Mr. Uchytel said this meeting is basically closing the direction given to this sub-committee by the Board Chair. This lease amendment and settlement agreement will go to the Finance Committee and on to the Full Board for review and approval before going to the Lands Committee and the Assembly for final approval.

Mr. Peterson recommended this go to the Finance Committee and Regular Board in draft form so there can still be changes made.

Public Comments - None

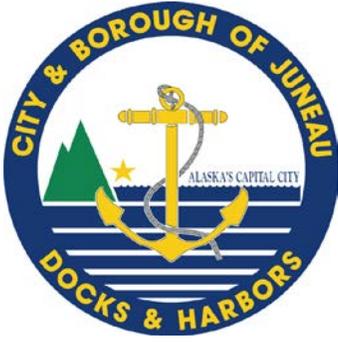
Board Discussion

MOTION By MR. SPICKLER: TO APPROVE THE GOLDBELT LEASE AGREEMENT AND FORWARD TO THE FINANCE COMMITTEE AND ASK UNANIMOUS CONSENT

Motion passed without objection.

VI. Adjournment.

The meeting was adjourned at 12:46 p.m.



Port of Juneau

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

From: Carl Uchtyl, Port Director
To: Docks & Harbors Board
Copy: CBJ Law
CBJ Manager
CBJ Lands & Resources
Date: November 20th, 2014
Re: MT ROBERTS TRAM LEASE AGREEMENT

1. **BACKGROUND:** Since arriving as Port Director in August 2011, I have been involved in lease rent adjustment and appraisal processes relevant to the Mt. Roberts Aerial Tramway property. The Board also has been engaged in the dispute resolution and was briefed several times from each party's appraiser. In October 2013, the Board appointed a special Sub-Committee consisting of Docks & Harbors Finance members *to commence good faith negotiations with Goldbelt to reach a fair market value, lease rate and terms.* Following Alaska Open Meetings Act requirements, Board Member Mike Peterson and I met with Goldbelt officials Bob Loiselle and Derek Duncan over the period of thirteen months. On November 7th, 2014, the sub-Committee was briefed on the settlement agreement and approved the proposed lease amendment; minor corrections to the lease amendment are attached.

2. **EXISTING LEASE:**

Current Rent Provision:

- Lease signed in January 1995 (35 year lease with 35 year renewal)
- Base rent is 10% of Appraised Value of Unimproved lands (including air rights) or \$30K, whichever is greater.
- Plus Royalty Rate - minimum of \$60K or a graduated scale based on gross revenues.
- Adjusted every three years

Rent History:

- First three years, appraisal value deemed to be \$300K – base rent was \$30K
- First Royalty payment due 1996
- 1996 to 1998: \$30,000 plus \$60,000 = \$90,000
- 1999 to 2001: \$30,000 plus \$60,000 = \$90,000
- 2002 to 2004: \$30,000 plus \$60,000 = \$90,000
- 2005 to 2006: \$30,000 plus \$60,000 = \$90,000
- 2006 to 2009: \$104,000 – Royalty was removed and new lease rent was set at 8% of the Assessed Value.
- 2009 to 2012: \$104,000 – no Royalty.

3. SETTLEMENT AGREEMENT:

- Goldbelt accepts Docks & Harbors appraisal of \$3M as the value at its highest and best use.
- Docks & Harbors agrees to 9% as the lease rent multiplier.
- Parties agree to annual air rights of \$2K.
- Goldbelt agrees to compensate Docks & Harbors \$272,000/year from 1 July 2012 to 1 July 2015.

4. LEASE AMENDMENT:

- Provides “Retail Space” as an “associated structures and use” of facilities.
- Sets base rent at 9% of the Appraised Value of unimproved land, without consideration of lease restriction, at its highest and best use.
- Removes Royalty rent.
- Set adjustment period every 5 years; with next adjustment period 1 July 2020.
- Improves the dispute resolution clause by providing opportunities for resolutions depending on the gap presented by the individual appraisers representing the lessor and lessee interests. It also references CBJ code which was not included in original lease.

5. NEXT STEPS:

- Upon Docks & Harbor Board approval, the document will be sent to the CBJ Lands Committee for consideration.
- The proposed Amendment requires Assembly approval.
- Once the Amendment is approved by the Assembly, the Settlement can be executed. The Port Director has the authority to execute the Settlement agreement.

#

Encl (1) Proposed Lease Amendment

(2) 1995 Lease

(3) Proposed Settlement Agreement

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

AMENDMENT TO MOUNT ROBERTS TRAM LEASE

PART I: PARTIES

This Lease Amendment is between the City and Borough of Juneau, Alaska, a municipal corporation in the State of Alaska, hereafter “City” or “CBJ” and Goldbelt Aerial Tramway, LLC, hereafter “Lessee.”

PART II: AUTHORITY TO AMEND

The CBJ and Lessee enter into this amendment pursuant to Section 4 of CBJ Ordinance 94-42, which states, “Prior or subsequent to execution, the Manager may negotiate substantive changes to the lease and, upon Assembly approval by motion, execute an amendment incorporating such changes.”

PART III: LEASE BEING AMENDED

This is an Amendment to the City and Borough of June and Mount Roberts Development Land Lease dated January 18, 1995 and recorded on February 10, 1995 in the Juneau Recording District at 1995-000839-0 (Book 420 Page 436). Except for the Lease Amendment set forth below, the original 1995 Lease remains unchanged and in full force and effect.

PART IV: LEASE AMENDMENT

The following three amendments are made to the lease

1. Section 3, “Use of Premises,” is amended to read as follows:

Use of Premises: (a) The Lessee agrees to use the Leased Premises for the following purposes:

The surveying, engineering, design, planning, development, construction, operation, and maintenance of an aerial tramway base terminal and associated structures and uses. As used herein, “associated structures and uses” means:

1. a waiting room;
2. a ticket office;
3. public restrooms; Lessee shall provide public restrooms as specified by the Planning Commission;
4. an area for exhibition of tram models, photographs, and similar historical and explanatory materials;
5. administrative space; and
6. retail space, with this use being at Goldbelt’s discretion.

2. Section 5, “Base Rent” is amended in its entirety to read as follows:

5. Base Rent: (a) Base Rent shall be set at nine percent (9%) of the appraised value of the Leased Premises, including air rights, without consideration of lease restrictions.

(b) Base Rent for City fiscal years 2013 through 2020 (the period from July 1, 2012 through June 30, 2020) is \$272,000 per year with rent to be adjusted effective July 1, 2020 for City fiscal years 2021 through 2025 (July 1, 2020 through June 30, 2025).

(c) Rent adjustment shall take place every five years throughout the remainder of the base term of the lease and the 35 year renewal period, with the next adjustment occurring on July 1, 2020.

(d) The basis of the appraisal shall be the fair market value of the unimproved land of the Leased Premises including the Air Rights Easements at its highest and best use. The appraisal shall not consider any buildings or structural improvements above or below ground, landscaping, or paving. The appraisal shall consider the Leased Premises as unimproved land without consideration of any lease restriction.

(e) Both the Docks and Harbors port director and the Lessee will simultaneously select and compensate a certified appraiser who will provide each with an initial appraisal 90 days before the date of the five year adjustment period for setting the rent. The parties intend that the appraisers, while working in their independent capacity, will use the same methodology in appraising the property. Upon completion of their respective appraisals, the appraisals will be exchanged by the parties on the same date. The following resolutions will arise depending on the differences in the amount of the two appraisals for purposes of setting the rent:

(i) Less than 15 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee’s appraisal (with difference calculated from the higher of the two appraisals) is less than 15 percent, then the fair market value for

rent calculations will be an average of the Docks and Harbors appraisal and the Lessee's appraisal.

(ii) More than 15 percent difference but less than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with difference calculated from the higher of the two appraisals) is more than 15 percent but less than 35 percent, then the parties shall engage in the cost of a third independent certified appraiser. If the third independent appraisal is higher than the high initial appraisal, the high initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is lower than the low initial appraisal, then the low initial appraisal provides the appraised amount for setting the rent. If the third independent appraisal is in between the high initial appraisal and the low initial appraisal, then the fair market value outlined in the third appraisal provides the appraised amount for setting the rent. The third party independent appraiser shall be selected jointly by the two appraisers conducting the initial appraisal. If they fail to agree on a third appraiser within thirty (30) days, each party will submit to the Lessor and Lessee a list of their top five appraisers with the top match from each being selected. If there is no overlap in the initial list of appraisers, the process of submitting five appraisers will continue until a selection occurs.

(iii) More than 35 percent difference. If the difference between the Docks and Harbors appraisal and the Lessee's appraisal (with the difference calculated from the higher of the two appraisals) is greater than 35 percent, the Docks and Harbors board shall pay for an additional appraisal by a third independent certified appraiser and have that appraisal undertaken in accordance with 05 CBJAC 50.050. After reviewing the additional appraisal, the Docks and Harbors board shall establish the fair market value of the Leased Premised to calculate the lease rent. If the lessee disagrees with the amount, the lessee may appeal to the Assembly. The decision of the Assembly shall be final.

(d) In this section, "certified appraiser" means a regular member of the Society of Real Estate Appraisers or the American Institute of Real Estate Appraisers (or the successor body of either group) who has been properly designated MAI or any future similar designation which denotes proficiency in the appraisal of commercial real property and who is listed as qualified by the Alaska Department of Natural Resources. Additionally, the third independent appraiser must be selected from a firm which did not participate in the initial appraisals.

(e) Rent will be paid equally on a quarterly basis on July 1, October 1, January 1, and April 1.

3. Section 6, "Royalty Rent" is deleted and is no longer binding on the Lessee pursuant to rent payment related to the property. Therefore, as to calculating rent, only Section 5 will apply through the remaining life of the base term of the lease and the 35 year renewal period unless amended otherwise via a signed writing by the parties.

DRAFT

AFTER RECORDING RETURN TO: Carl Uchytel, Port Director
City and Borough of Juneau
155 S. Seward Street
Juneau, AK 99801

**SETTLEMENT AGREEMENT and MUTUAL RELEASE
OF CLAIMS**

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS (“Settlement Agreement”), is made and entered into this ____ day of _____, 2014, by and between the City and Borough of Juneau (“CBJ”), an Alaska Municipality and Goldbelt Aerial Tramway, LLC, (“Goldbelt”), including their heirs and assigns, and where indicated collectively (the “Parties”).

RECITALS

1. Goldbelt leases property from the CBJ as outlined in Exhibit A (attached) of this settlement agreement.
2. The parties have been operating under a January 18, 1995 lease which had been entered pursuant to CBJ Ordinances 94-39 and 94-42.
3. After reviewing the lease and the amount being paid by Goldbelt under the lease, the parties began negotiating the appropriate appraisal value of the land in question and thus an appropriate rental amount.
4. In this process, the parties reached an agreement as to the rental payments for the following fiscal years: FY 13, FY 14, and FY 15.
5. The parties also in negotiating the proper rental value for FY 13, FY 14, and FY 15 also negotiated a new appraisal and dispute resolution process for the appropriate rent value owed in the future. This resulted in a lease amendment, attached as Exhibit B.

6. The Parties desire to settle and release all claims between the parties that were asserted or could have been asserted in Litigation, regardless of whether the claims were known or unknown.

SETTLEMENT AGREEMENT

1. **Covered Matters.** This Settlement Agreement shall encompass any and all claims, known or unknown, existing now or arising in the future that the Parties may have against each other pertaining to or in any way arising out of or in connection with rent due to the City, pursuant to the lease attached hereto as Exhibit A as amended by Exhibit B hereto, for City fiscal years 2013, 2014, and 2015.
2. **Agreement of the Parties.**
 - a. Goldbelt owes the CBJ \$272,000 (plus taxes) per year in rent for the following CBJ fiscal years which begin on July 1 in calendar years 2012, 2013, and 2014: FY 13, FY 14, and FY 15. The amount is calculated by taking 9 percent of the appraised value of \$3,000,000 and adding \$2,000 for the air rights. Goldbelt has presently paid \$104,000 (plus taxes) for FY 13 and FY 14 (a total of \$208,000). Goldbelt has also paid for two quarters of FY 15 for a total of \$52,000 (plus taxes). Therefore, Goldbelt owes the balance for fiscal years FY 13, FY 14, and FY 15 in a total amount of **\$556,000 (plus taxes)**.
 - b. Goldbelt agrees to pay the total amount of **\$556,000 (plus taxes)** in full by June 30, 2015.
 - c. The Parties hereby agree this settlement agreement is conditioned upon the Assembly approving and finalizing the Amendment to Mount Roberts Tram Lease (attached as Exhibit B).
3. **Mutual Releases.** Upon satisfaction of the obligations under paragraphs 2, above, and in consideration of the payments and other agreements outlined herein, the parties hereby fully and unconditionally release, and discharge each other fully and unconditionally, from any and all claims, debts, rent and rent payments, actions, claims for relief, rights, damages, accountings of whatever nature, demands, and liabilities, whether liquidated or unliquidated, contingent or non-contingent, known or unknown, foreseen or unforeseen, in any way arising out of, or relating to the covered matters identified under paragraph 1 above. Each party will bear its own costs and attorney's fees.
4. **No Admission of Liability.** Nothing herein is intended to constitute an admission of liability or non-liability by any party with respect to any or all of the claims released, waived and discharged hereunder.
5. **Assignments and Indemnification.** Each party represents and warrants to the other party that it has not assigned or otherwise transferred or subrogated any interest in any claims that are related in any way to the subject matter of this Agreement. Each party agrees to indemnify, defend, and hold the other parties fully and completely harmless from any liability, loss, claim, demand, damage, cost, expense, and/or attorney's fees relating in any

way to the subject matter of this Agreement. This release and discharge shall be fully binding and a complete settlement between the parties.

6. **Representations.** Each party acknowledges that no other party or person, nor any agent or attorney of any party or person, has made any promise, representation, or warranty whatsoever, express or implied, not contained herein concerning the subject matter hereof, to induce any party to execute this instrument, and each party acknowledges that it has not executed this Agreement in reliance on any such promise, representation, or warranty not contained herein. Each party represents that they have relied solely upon their own advice and that they have each had an opportunity to retain and obtain the advice of an attorney concerning the legal consequences of this Agreement; and that they have completely read the terms of this Agreement and that they fully understand and voluntarily accept the terms of this Agreement.
7. **Cooperation.** The Parties agree to execute, in writing, such additional documents as may be necessary to carry out the Parties' intentions, and the terms and conditions of this Agreement.
9. **Default/Attorney Fees and Costs.** In the event that either party is in default of its obligations under this Agreement, the party in default agrees to pay for the costs, including reasonable attorney's fees, of the non-defaulting party in enforcing the provisions of this Agreement. Additionally, in the event either party is in default of this Agreement, the sole remedy for the non- defaulting party shall be specific performance of this Agreement.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute an original Agreement, and all of which shall constitute one Agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts.
11. **Joint Effort.** This Agreement has been drafted jointly by the Parties following negotiations between them. It shall be construed according to its terms and not for or against any party.
13. **Warranty of Authority to Settle.** Each individual signing this Agreement on behalf of a party warrants that he or she is fully authorized to sign this Agreement and to bind the party on whose behalf the signature is given.
14. **Good Faith.** Each party to this Agreement agrees to act in good faith toward the other Parties such to effectuate its purposes.

City and Borough of Juneau:

DATED: _____
Carl Uchytel, Port Director

CITY ACKNOWLEDGMENT

STATE OF ALASKA)
) ss:
FIRST JUDICIAL DISTRICT)

This is to certify that on the _____ day of _____, 2014, before the undersigned, a Notary Public in and for the State of Alaska, duly commissioned and sworn, Carl Uchytel personally appeared to me known to be the Port Director of the City and Borough of Juneau, Alaska, a municipal corporation which executed the above and foregoing instrument, who on oath stated that he was duly authorized to execute said instrument on behalf of said corporation; who acknowledged to me that he signed the same freely and voluntarily on behalf of said corporation for the uses and purposes therein mentioned.

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

Notary Public in and for the State of Alaska
My Commission Expires: _____

Approved as to form: _____, CBJ Law

SIX-YEAR DEPARTMENT IMPROVEMENT PLANS

Division	Project	Priority	FY16	FY17	FY18	FY19	FY20	FY21	Future
Docks & Harbors									
Docks									
	Visitor Information Kiosk Replacement	1	\$ 150,000						
	Auke Bay Passenger For Hire Facility	2	\$ 800,000	\$ 4,600,000					
	Downtown Restrooms	3	\$ 500,000						
	Archipelago Property Deck Over	4		\$ 3,000,000					
	Shore Power at Cruise Ship Berths	5							\$ 5,000,000
Docks Total:			\$ 1,450,000	\$ 7,600,000	\$ -	\$ -	\$ -	\$ -	\$ 5,000,000
Harbors									
	Old Douglas Harbor Rebuild	1	\$ 4,500,000						
	Aurora Harbor Rebuild-Phase II	2	\$ 11,000,000						
	Statter Harbor - Phase III (Boat Haul-Out)	3	\$ 1,800,000						
	Juneau Fisheries Terminal Development	4							\$ 10,000,000
	Amalga Harbor Fish Cleaning Float	5		\$ 300,000					
	Auke Bay Net Repair Float	6		\$ 300,000					
	Aurora Harbormaster Building and Shop	7							\$ 3,000,000
	Douglas Harbor Uplands Improvements	8							\$ 2,000,000
	North Douglas Boat Ramp Improvements	9							\$ 1,000,000
	Direct Market Fish Sales Facility	10							\$ 1,000,000
Harbors Total:			\$ 17,300,000	\$ 600,000	\$ -	\$ -	\$ -	\$ -	\$ 17,000,000
Docks & Harbors Total:			\$ 18,750,000	\$ 8,200,000	\$ -	\$ -	\$ -	\$ -	\$ 22,000,000
6 Year Improvement Totals:			\$ 18,750,000	\$ 8,200,000	\$ -	\$ -	\$ -	\$ -	\$ 22,000,000

FY16 CAPITAL IMPROVEMENTS

<u>Enterprise</u>	<u>Division</u>	<u>Priority</u>	<u>Project</u>	<u>Funding Source</u>	<u>Amount</u>	
<u>Docks & Harbors</u>	Docks	1	Visitor Information Kiosk Replacement	Cruise Passenger Fees	\$150,000	
		2	Auke Pay Passenger For Hire Facility (Design)	Cruise Passenger Fees	\$800,000	
		3	Downtown Restrooms	Cruise Passenger Fees	\$500,000	
					Docks Total Funding:	\$1,450,000
	Harbors	1	Old Douglas Harbor ReBuild	State Appropriation	\$4,500,000	
		2	Aurora Harbor ReBuild	State Appropriation	\$11,000,000	
3		Statter Harbor - Phase III (Boat Haul-Out)	State Appropriation	\$1,800,000		
				Harbors Total Funding:	\$17,300,000	



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Visitor Information Kiosk Replacement

Project Description: The Visitor Information Kiosk serves cruise ship passengers needing information about Juneau. It is located in a strategic location near one of the two city owned docks that support the cruise industry. The current kiosk has exceeded its design life. The facility does not meet ADA standards, has inadequate heating, and does not provide adequate shelter for patrons.

Funds Requested (FY16)

Local Funds - \$150,000 (Cruise Passenger Fees)

Funds Already in Hand - \$0

Funds Needed But Not yet Requested –\$0

Project Review: The Juneau Convention and Visitors Bureau requested that a new kiosk be provided which would offer a more user friendly facility and address safety and comfort concerns of volunteers. The current facility was moved from the Marine Park area when the Alaska Steamship Wharf was expanded for bus staging.

Project Time-Line: The project would be designed upon receipt of funding with intent to complete construction in 2017.

Maintenance Responsibility: CBJ Docks and Harbors Board assumes the ongoing maintenance expense for cleaning and supplying these restrooms will be provided through passenger fees.

Project Contact: Carl Uchtyl, CBJ Port Director 586-0294



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Auke Bay Passenger for Hire Facility

Project Description: This project includes installation of a boarding float, gangway, and passenger loading zone to serve cruise ship passengers connecting with whale watching and fish charter operators. These activities currently are conducted in Statter Harbor at the existing moorage facilities that were not designed for and are incapable of providing safe and efficient service for the large number of users. The lack of infrastructure also greatly detracts from the local resident's ability to fully utilize the Statter Harbor moorage facility. The funds requested would allow for design and permitting activities to move forward on this project.

Funds Requested (FY16)

Local Funds - \$800,000 (Cruise Passenger Fees)

Funds Already in Hand - \$0

Funds Needed But Not yet Requested –\$4,600,000

Project Review: The Passenger for Hire Facility is a component of the overall Statter Harbor Master Plan.

Project Time-Line: DeHart's Marina facility has been demolished creating room for the proposed Passenger for Hire Facility. This project would follow the construction of the proposed boat haul-out facility.

Maintenance Responsibility: CBJ Docks and Harbors is responsible for all ongoing maintenance expense and will use local dock funds for these expenses.

Project Contact: Carl Uchytel, CBJ Port Director 586-0294



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Downtown Restrooms

Project Description: The project is located in the downtown Juneau waterfront, an area that services approximately one million cruise ship passengers each year. The project consists of constructing new restroom facilities near the Visitor's Center.

Funds Requested (FY16)

Local Funds - \$500,000 (Cruise Passenger Fees)

Funds Already in Hand - \$0

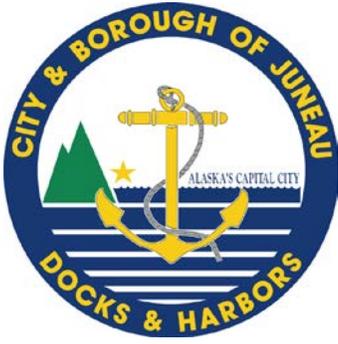
Funds Needed But Not yet Requested –\$0

Project Review: This project has been listed at the request of the former Assembly to meet a add restroom facilities in the Cruise Dock vicinity.

Project Time-Line: The project would be designed upon receipt of funding with intent to complete construction in 2017.

Maintenance Responsibility: CBJ Docks and Harbors Board assumes the ongoing maintenance expense for cleaning and supplying these restrooms will be provided through passenger fees.

Project Contact: Carl Uchytel, CBJ Port Director 586-0294



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Douglas Harbor Rebuild

Project Description: The Douglas Harbor moorage facility was expanded in about 2005 but the original 1960s era portion was not upgraded. The concept was to construct the new portion to provide moorage area while the old section was rebuilt. The old section (subject of this project) needs to be dredged to the original depth. The effects of post-glacial rebound and sedimentation have caused the harbor to lose effective depth thus dredging is required. The existing floats and piling structures as well as the electrical and water systems are beyond their useful life and are in need of full replacement.

The design of the project was near completion when soil testing indicated that some of the proposed dredge material was contaminated. Docks and Harbors is working to acquire permits for the project. The current cost estimate \$10M.

Funds Requested (FY16)

State Funds - \$4,500,000 (Legislative Request)

Funds Already in Hand

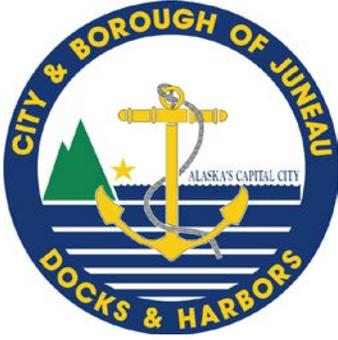
State Funds - \$2,000,000 (Alaska Municipal Harbor Grant)

Local Funds - \$3,500,000 (2007 Harbor Revenue Bonds)

Project Time-Line: The project is anticipated to be bid in 2016 with construction to begin in late 2016 and complete by early 2017.

Maintenance Responsibility: CBJ is responsible for all ongoing maintenance expense and will use local harbor operations funds for these expenses.

Project Contact: Carl Uchtyl, CBJ Port Director 586-0294



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Aurora Harbor Rebuild – Phase 2

Project Description: The Aurora Harbor moorage facility is well beyond its design life and in need of replacement. PND Engineers performed a preliminary design in 2010 and an updated replacement cost in 2013. The cost is estimated to be \$11M.

Full funding is not at hand so the project is being phased. Phase I is under construction and consists of replacing the head float and gangway; main floats A, B, C, & D and associated finger floats; electrical; domestic water; sewage pump out; and a new fire suppression system. Phase 2 would replace the same elements for the remainder of the harbor facility. The project may be further phased as funding becomes available.

Funds Requested (FY16)

State Funds - \$11,000,000 (Legislative Request)

Funds Already in Hand - \$0

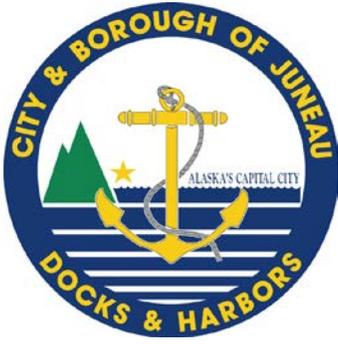
Funds Needed But Not yet Requested – \$0

Project Review: A condition assessment of Aurora Harbor was completed in 2004 by PND Engineers and determined that the harbor was in fair to poor condition. Since then some emergency repairs have been performed as piling and floatation have deteriorated to the point of failure. There is no harbor wide fire suppression system which presents a safety concern.

Project Time-Line: Docks and Harbors began design in FY14 to be ready for the first phase of construction in FY15. Phase 2 would be designed in FY16 with construction beginning in FY17.

Maintenance Responsibility: CBJ Docks and Harbors is responsible for all ongoing maintenance expense and will use local harbor operations funds for these expenses.

Project Contact: Carl Uchtyl, CBJ Port Director 586-0294



Port of Juneau

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

Docks and Harbors Board FY 16 CIP Request Statter Harbor Boat Haul-Out and Kayak Launch Facility

Project Description: The Statter Harbor Haul-Out and Kayak Launch Facility would replace the existing travel lift at Statter Harbor replace the existing concrete launch ramp with a new haul-out ramp. The existing wooden travel lift structure at Statter Harbor was investigated and found to be beyond its design life and in need of replacement. Docks and Harbors will utilize the SeaLift (self-propelled boat lift) which serve the Auke Bay Loading Facility and Statter Harbor. The project is estimated to cost \$2.3M.

Funds Requested (FY16)

Local Funds - \$1,800,000 (Sales Tax)

Funds Already in Hand - \$500,000

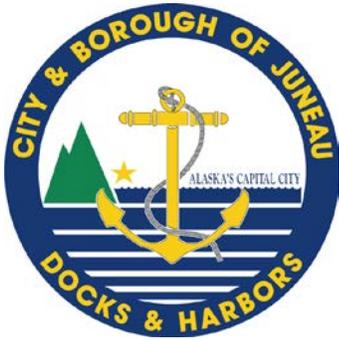
Funds Needed But Not yet Requested – None

Project Review: The existing wooden travel lift structure was inspected and assessed by PND Engineers in 2011. There were a number of elements that are compromised due to rot and age of materials such that the facility is severely limited to the size of vessel that may be hauled out. A new wooden structure is cost prohibitive and is not consistent with the master plan. The project would build a new concrete ramp and re-organize the existing uplands for more efficient use for boat repairs and maintenance.

Project Time-Line: The Statter Harbor Master Plan envisioned a new boat haul-out ramp served by the SeaLift which is currently in use at ABLF. This project is in line to be developed following the completion of a new launch ramp in 2016.

Maintenance Responsibility: CBJ is responsible for all ongoing maintenance expense and will use local dock funds for these expenses.

Project Contact: Carl Uchtyl, CBJ Port Director 586-0294



Port of Juneau

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

Application for a Conditional Use Permit Amendment Auke Bay Loading Facility - Add Boat Yard Use

PROJECT NARRATIVE

Submitted by:
Gary Gillette, Port Engineer
On Behalf of the Applicant
CBJ Docks and Harbors
155 South Seward Street
Juneau, Alaska 99801
Phone: 907-586-0398
Fax: 907-586-0295
gary_gillette@ci.juneau.ak.us

October 28, 2014

INTRODUCTION

The City and Borough of Juneau (CBJ) Docks and Harbors (D&H) developed the Auke Bay Loading Facility at 13575 Glacier Highway to serve commercial uses. The facility features a drive-down float, loading ramp, uplands staging area, boat haul-out equipment, and uplands storage area (See Attachment A). As use of the facility has increased many users request to be allowed to perform repairs to their vessels. The current Conditional Use Permit does not allow boat repair and maintenance activities.

BACKGROUND

The Auke Bay Loading Facility required a number of permits and authorizations including the Army Corps of Engineers permit to fill tidal area. The COE permit process involved numerous state and federal natural resource agencies and ultimately resulted in a permit to fill the planned facility with a mitigation plan that would preserve the remainder of Auk Nu Cove in a conservation easement. The State of Alaska has transferred title of the Auk Nu Cove to the CBJ. Subsequently CBJ entered into a conservation easement agreement with Southeast Alaska Land Trust (See Attachment B). The conservation easement protects Auk Nu Cove from further tidelands fill.

The project also required permits from the CBJ Community Development Department as follows:

- USE2007-00009, approved by the Planning Commission on May 8, 2007. The permit allowed development of a commercial loading facility.
- USE2008-00036, approved by the Planning Commission on July 22, 2008. The permit allowed expansion of the fill area to be used for fishing equipment and boat storage.
- USE2011-0006, approved by the Planning Commission on June 14, 2011. The permit allowed commercial vessel fueling from fuel trucks (fuel bunkering).

LAND USE / ZONING

Zoning of the ABLF property is Waterfront Commercial (WC). Boat repair and maintenance use is found at 9.450 in the Table of Permissible Uses of the Land Use Ordinance Title 49. The use is listed with a “1” which requires the department of community development approval only. The Community Development Director has determined that since the uses at ABLF would be modified an amendment of the existing conditional use permit would be required.

CURRENT ACTIVITIES ALLOWED BY EXISTING CONDITIONAL USE PERMIT

The existing facility provides valuable services to freight haulers, fishermen, and other commercial entities. The current activities allowed by the existing conditional use permit include: vessel and gear storage; freight loading and associated staging area; drive-down float use; boat haul-out services; vessel wash down; and blocking vessels for storage. Power washing the vessel takes place over a water containment pad. The contained water is pumped through a sophisticated filter system which separates solids into one container and oils into another. The solid waste is deposited at the local solid waste facility. The waste water meets standards to be deposited at the city sewage treatment plant.

PROPOSED CONDITIONAL USE PERMIT AMENDMENT

CBJ Docks & Harbors proposes to modify the Conditional Use Permit by adding boat repair and maintenance activities to be allowed at the facility. As the use has grown users have asked if they could do repair work on their vessels. These activities might include repairing hulls, engine repair, hull painting, electrical work, and other activities associated with repair and maintenance of vessels.

The proposed amended use would change activities allowed at the facility but there would be no change to the existing fill area. The only physical change anticipated at would be the inclusion of a boat shelter to create protected work space and an storage/shop/office building. The boat shelter would be an approximately 20 feet by 50 feet fabric structure with internal metal fame. The storage/shop/office building would be approximately 700 square feet in size and would be painted to match the color of existing buildings on site.

MANAGEMENT OF THE FACILITY

Currently the ABLF is managed by D&H staff. Use of the drive-down float, loading ramp, freight staging area, boat haul-out, and use of storage area must be pre-arranged through D&H staff. If the requested amendment to allow boat repair and maintenance activities were approved there are two management options that D&H would consider and evaluate.

Management Option A

In this option, Docks and Harbors staff would continue to manage the facility as it currently does. Staff would make reservations of use for drive-down float, loading ramp, freight staging area, boat haul-out, and use of storage area. Staff would haul-out vessels, power wash vessels over the wash down containment pad, water filter system would be maintained and waste material properly disposed; and vessels would be blocked for storage. Vessel owners would be allowed to perform repair and maintenance activities either by themselves or by hiring repair companies to visit the site to perform the work.

The D&H Harbormaster would establish guidelines and rules governing the use of the facility for vessel repair and maintenance activities. The rules would require the use of tarps under vessels to capture particulate matter when repairing and painting vessel hulls or other similar work. The captured particles would be required to be gathered and deposited in appropriate facilities to handle the material for safe disposal. Waste oils or other hazardous materials would be required to be contained and disposed of in appropriate facilities. Rules would be established to control use of work task lights to not cause glare onto adjacent properties and to establish normal working hours consistent with the city nuisance ordinance (exceptions may be granted for emergency work).

Management Option B

In this option, the facility would be jointly managed by Docks and Harbors staff and a third party vendor. The current vendor at Statter Harbor (Harri Marine Services) would have first rights to move to the site as stipulated by their current lease. Staff would continue to make reservations of use for drive-down float, loading ramp, freight staging area, and gear storage area. Harri would manage the boat haul-out; wash down; blocking; vessel storage; and vessel repair and maintenance services.

Initial discussions with Harri have been amicable but the proposed conditional use amendment is needed before final decisions are made on this option. If this option is pursued the lease would establish conditions requiring Harri to use the wash down pad and water filtering system; use of tarps under vessels to capture particulate matter; collect hazardous materials; and dispose of all waste materials properly. Other lease provisions would control use of work task lights to not cause glare onto adjacent properties and to establish normal working hours consistent with the city nuisance ordinance (exceptions may be granted for emergency work).

A benefit to relocating the existing boat repair yard to the ABLF site is that valuable space at Statter Harbor would be freed up to address continued congestion issues especially regarding transfer vans and motor coaches serving the whale watching and fishing charter operators.

PROJECT DESCRIPTION

The uplands area of the facility will not change as a result of the proposed use change. The fill would not be altered – there is no proposal to expand the existing fill footprint. The boat repair use would be primarily located on the northern portion of the facility (See Attachment C). There may be a need to construct a boat repair shelter to provide protected areas for boat repair work and potentially a storage/shop/office building.

VEHICULAR ACCESS

The current access drive into the ABLF would remain and no additional access is proposed. The traffic amount to the site is not expected to increase measurably as boats would arrive by water for haul-out as is the current situation. Vessel owners or repair personnel traffic is expected to be minimal and sporadic as boat repair activities are not typically a daily affair.

SOUND

The proposed activity of boat repair is not expected to raise the sound level at the site. Movement of vessels, equipment, pressure washing ; and freight currently occur at the site. There has been no noise complaints received about these operations. The act of repair work varies but does not generally produce high level sounds.

LIGHTING

The ABLF site is currently lit with full cut-off luminaires mounted on light standards. There is no plan to alter the current lighting at the site. Any new structures may require internal lighting but external lighting is anticipated to be minimal and would be full cut-off style. Harbor rules or lease conditions would limit work lighting to not glare onto adjacent properties.

SITE RUN-OFF CONTROL

The existing facility features oil/water separators at all catch basin on the site. The catch basins within the boat repair yard would be equipped with particulate screens to filter out the particulates. These would be cleaned periodically to assure proper function. Wash down water would be captured

by the wash down pad and processed with the water filtration system. No contaminated water would be discharged into the waters of Auke Bay thus no ADEC permitting is required.

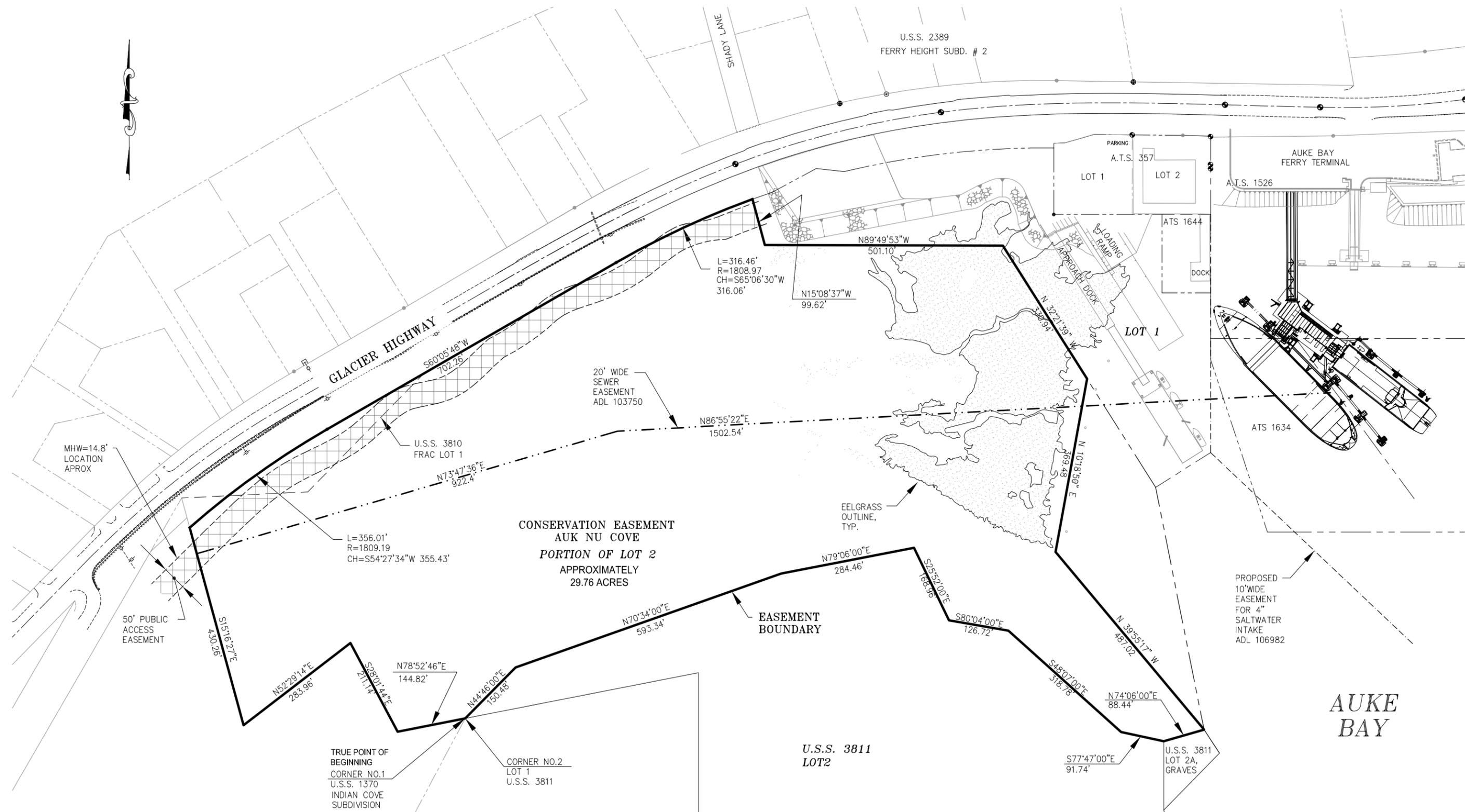
ATTACHMENTS

Attachment A: Aerial Photo of Existing Auke Bay Loading Facility

Attachment B: Map of Auk Nu Conservation Easement Boundaries

Attachment C: ABLF Site Plan with Boat Yard





**CONSERVATION EASEMENT
AUK NU COVE
PORTION OF LOT 2
APPROXIMATELY
29.76 ACRES**

SITE PLAN

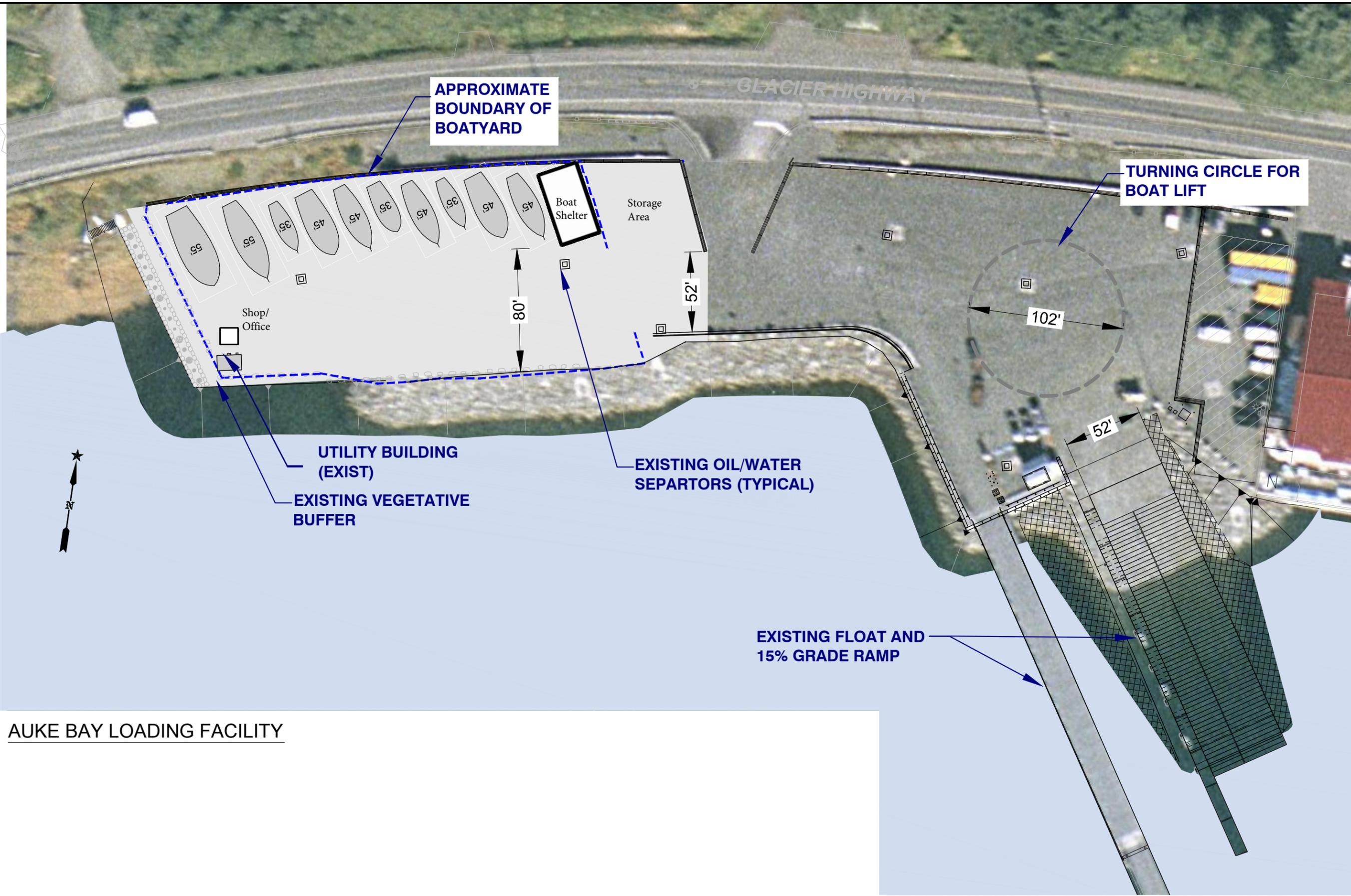


EXHIBIT A:

**CONSERVATION EASEMENT MAP
AUK NU COVE**

LOCATED WITHIN SECTION 21, T40S, R65E, CRM ALASKA

DATE: FEBRUARY 17, 2014



AUKE BAY LOADING FACILITY



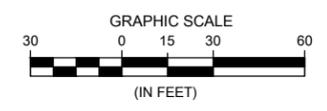
NO.	BY	DATE	DESCRIPTION

CITY AND BOROUGH OF JUNEAU
DOCKS AND HARBORS

AUKE BAY MARINE SUPPORT FACILITIES
JUNEAU, AK

AUKE BAY LOADING FACILITY

PROJECT No: 26220916
DATE: 4/8/2011
DESIGNED BY:
DRAWN BY:
CHECKED BY:
SHEET: **G2**
PAGE: 2 OF 2



DATE: 7/13/2011 8:00 AM FILE: Matthew SB G:\PROJECTS\26220916\01000-Auke Bay Marine Support Facilities\Project\01 Working Drawings\Hydraulic\Taller Bid Dwg

2015
DOCKS & HARBORS BOARD
COMMITTEE MEETINGS
& REGULAR MEETINGS SCHEDULE

JANUARY 2015

01/21/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
01/22/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
01/29/15 Regular Board Meeting	5:30 p.m. – 8:30p.m.	CBJ Assembly Chambers

FEBRUARY 2015

02/18/15 OPS/CIP Committee Meeting	5:00p.m. – 6:30 p.m.	CBJ Assembly Chambers
02/19/15 Finance Committee Meeting	5:00p.m. – 7:00 p.m.	CBJ Room 224
02/26/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

MARCH 2015

03/18/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
03/19/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
03/26/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

APRIL 2015

04/22/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
04/23/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
04/30/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

MAY 2015

05/20/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
05/21/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
05/28/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

JUNE 2015

06/17/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
06/18/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
06/25/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

2015
DOCKS & HARBORS BOARD
COMMITTEE MEETINGS
& REGULAR MEETINGS SCHEDULE

JULY 2015

07/22/15 CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
07/23/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
07/30/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

AUGUST 2015

08/19/15 OPS/ CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
08/20/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
08/27/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

SEPTEMBER 2015

09/16/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
09/17/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
09/24/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

OCTOBER 2015

10/21/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
10/22/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
10/29/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chamber

NOVEMBER 2015

11/10/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
11/12/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
11/19/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

DECEMBER 2015

12/02/15 OPS/CIP Committee Meeting	5:00 p.m. – 6:30 p.m.	CBJ Assembly Chambers
12/03/15 Finance Committee Meeting	5:00 p.m. – 7:00 p.m.	CBJ Room 224
12/10/15 Regular Board Meeting	5:30 p.m. – 8:30 p.m.	CBJ Assembly Chambers

2015

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■ Operations/CIP - Jenny
 ■ Finance - Dolly
 ■ Board - Teena